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Washington, Tuesday, March 11, 1941

The President

ARMY DAY—1941

BY THE PRESIDENT OF THE UNITED STATES OF AMERICA

A PROCLAMATION

WHEREAS Senate Concurrent Resolution 5, 75th Congress, 1st session (50 Stat. 1108) provides:

That April 6 of each year be recognized by the Senate and House of Representatives of the United States of America as Army Day, and that the President of the United States be requested, as Commander in Chief, to order military units throughout the United States to assist civic bodies in appropriate celebration to such extent as he may deem advisable; to issue a proclamation each year declaring April 6 as Army Day, and in such proclamations to invite the Governors of the various States to issue Army Day proclamations: *Provided*, That in the event April 6 falls on Sunday, the following Monday shall be recognized as Army Day.

NOW, THEREFORE, I, FRANKLIN D. ROOSEVELT, President of the United States of America, pursuant to the aforesaid concurrent resolution, do hereby declare Monday, April 7, 1941, as Army Day, and invite the Governors of the forty-eight States to issue Army Day proclamations; and, acting under the authority vested in me as Commander in Chief, I hereby order military units throughout the United States and its Territories and possessions to assist civic bodies, as far as may be practicable, in the appropriate observance of Army Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the United States of America to be affixed.

DONE at the City of Washington this 7th day of March, in the year of our Lord nineteen hundred and forty-one, [SEAL] and of the Independence of the United States of America the one hundred and sixty-fifth.

FRANKLIN D ROOSEVELT

By the President:

CORDELL HULL,
Secretary of State.

[No. 2466]

[F. R. Doc. 41-1764; Filed, March 10, 1941; 11:39 a. m.]

Rules, Regulations, Orders

TITLE 7—AGRICULTURE

CHAPTER VII—AGRICULTURAL ADJUSTMENT ADMINISTRATION

[38-A.A.A.-2, Amendment 3]

PART 711—REGULATIONS GOVERNING ADMINISTRATIVE REVIEW, PUBLICATION AND NOTICE OF MARKETING QUOTAS FOR TOBACCO, CORN, WHEAT, COTTON, AND RICE [1]

Pursuant to the authority vested in the Secretary of Agriculture under sections 362 and 363 of the Agricultural Adjustment Act of 1938 (52 Stat. 62, 63), as amended, the above-described regulations are amended as follows:

1. Section 711.3, item (b), is amended to read as follows:

the identification of the farm by giving the name of the owner or operator of the farm; in the case of rice, the name of the producer shall be given;

2. Section 711.4, item (f), is amended to read as follows:

the identification of the farm by giving the name of the owner or operator of the farm; in the case of rice, the name of the producer shall be given.

Done at Washington, D. C., this 8th day of March 1941. Witness my hand and the seal of the Department of Agriculture.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-1774; Filed, March 10, 1941; 11:58 a. m.]

TITLE 16—COMMERCIAL PRACTICES

[Docket No. 4087]

CHAPTER I—FEDERAL TRADE COMMISSION

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF MACHER WATCH AND JEWELRY CO. ETC.

§ 3.6 (a) 27) *Advertising falsely or misleadingly—Business status, advan-*

[1] §§ 711.3 and 711.4 are issued under the authority contained in sections 362, 52 Stat. 62; 7 U.S.C. Sup., 1362.

CONTENTS

THE PRESIDENT

RULES, REGULATIONS, ORDERS

NOTICES

(Continued on next page)

FEDERAL REGISTER

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CONTENTS—Continued

CONTENTS—Continued

tages or connections of advertiser—Retailer as wholesaler or jobber: § 3.96 (b) 7) *Using misleading names—Vendor—Retailer as wholesaler or jobber.* Using, in connection with offer, etc., in commerce of watches, jewelry, silverware, or any other merchandise, the word "Wholesale" or "Jobbers" or any other word of similar import, as a part of or in connection with respondents' trade name or names, or otherwise representing that respondents are wholesalers or jobbers, prohibited (sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b). [Cease and desist order, Macher Watch and Jewelry Co., etc., Docket 4087, February 26, 1941.]

§ 3.6 (r) 5) *Advertising falsely or misleadingly—Prices—Retail as wholesale, jobbing or discounted.* Representing, in connection with offer, etc., in commerce of watches, jewelry, silverware, or any other merchandise, that the prices at which respondents offer their merchandise for sale are wholesale or jobbers' prices, or that respondents' prices represent any substantial discount from the customary retail prices of such merchandise, prohibited (sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b). [Cease and desist order Macher Watch and Jewelry Co., etc., Docket 4087, February 26, 1941.]

§ 3.6 (a) 10.5) *Advertising falsely or misleadingly—Business status, advantages or connections of advertiser—History.* Representing, in connection with offer, etc., in commerce, of watches, jewelry, silverware, or any other merchandise, that respondents' business is "over half a century" old, or that said business was started at any time prior to 1930, prohibited (sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b). [Cease and desist order, Macher Watch and Jewelry Co., etc., Docket 4087, February 26, 1941.]

§ 3.6 (n) 2) *Advertising falsely or misleadingly — Nature — Product:* § 3.6 (gg) *Advertising falsely or misleadingly—Value.* Representing, in connection with offer, etc., in commerce, of watches, jewelry, silverware, or any other merchandise, that respondents' rings or other articles of jewelry are set with rubies, sapphires, or other precious stones, when in fact such settings are only artificial or synthetic stones, prohibited (sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b). [Cease and desist order, Macher Watch and Jewelry Co., etc., Docket 4087, February 26, 1941.]

In the Matter of Caroline R. Macher and Robert J. Macher, Individually, and Trading as Macher Watch and Jewelry Co., and as Wholesale Watch and Jewelry Co.

At a regular session of the Federal Trade Commission, held at its office in

the City of Washington, D. C., on the 26th day of February, A. D. 1941.

This proceeding having been heard [1] by the Federal Trade Commission upon the complaint of the Commission, the answer of respondents, testimony and other evidence taken before Randolph Preston, an examiner of the Commission theretofore duly designated by it, in support of the allegations of said complaint and in opposition thereto, briefs filed herein by William T. Chantland, counsel for the Commission, and Edward E. Reichman, counsel for the respondents (oral argument not having been requested), and the Commission having made its findings as to the facts and its conclusion that said respondents have violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondents Caroline R. Macher and Robert J. Macher, individually and trading as Macher Watch and Jewelry Co. and as Wholesale Watch and Jewelry Co., or trading under any other name or names, their representatives, agents and employees, directly or by implication, or through any corporate or other device, in connection with the offering for sale, sale and distribution of watches, jewelry, silverware or any other merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

(1) Using the word "Wholesale" or "Jobbers" or any other word of similar import, as a part of or in connection with respondents' trade name or names, or otherwise representing that respondents are wholesalers or jobbers;

(2) Representing that the prices at which respondents offer their merchandise for sale are wholesale or jobbers' prices, or that respondents' prices represent any substantial discount from the customary retail prices of such merchandise;

(3) Representing that respondents' business is "over half a century" old, or that said business was started at any time prior to 1930;

(4) Representing that respondents' rings or other articles of jewelry are set with rubies, sapphires or other precious stones, when in fact such settings are only artificial or synthetic stones.

It is further ordered, That the respondents shall within sixty (60) days after service upon them of this order file with the Commission a report in writing setting forth in detail the manner and form in which they have complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-1725; Filed, March 8, 1941; 9:34 a. m.]

[1] 5 F.R. 2141.

[Docket No. 4430]

PART 3—DIGEST OF CEASE AND DESIST ORDERS

IN THE MATTER OF WORTHMORE SALES PROMOTION SERVICE, INC.

§ 3.6 (g) *Advertising falsely or misleadingly—Earnings:* § 3.72 (c) *Offering deceptive inducements to purchase—Excessive Earnings:* § 3.80 (c) *Securing agents or representatives falsely or misleadingly — Earnings.* Representing, in connection with offer, etc., in commerce, of cigarette package holders or other merchandise, as earnings or profits of agents, salesmen or distributors selling respondents products any amount in excess of the average net earnings or profits regularly and customarily made by respondent's agents, salesmen or distributors in the normal and usual course of business, prohibited (sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., Supp. IV, sec. 45b). [Cease and desist order Worthmore Sales Promotion Service, Inc., Docket 4430, February 27, 1941.]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 27th day of February, A. D. 1941.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission and the answer of the respondent, in which answer respondent admits all the material allegations of fact set forth in said complaint, and states that it waives all intervening procedure and further hearing as to said facts, and the Commission having made its findings as to the facts and conclusion that said respondent has violated the provisions of the Federal Trade Commission Act;

It is ordered, That the respondent, Worthmore Sales Promotion Service, Inc., a corporation, its officers, representatives, agents and employees, directly or through any corporate or other device, in connection with the offering for sale, sale and distribution of cigarette package holders or other merchandise in commerce, as "commerce" is defined in the Federal Trade Commission Act, do forthwith cease and desist from:

Representing as earnings or profits of agents, salesmen or distributors selling respondent's products any amount in excess of the average net earnings or profits regularly and customarily made by respondent's agents, salesmen or distributors in the normal and usual course of business.

It is further ordered, That the repondent shall, within sixty (60) days after service upon it of this order, file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41-1726; Filed, March 8, 1941; 9:34 a. m.]

TITLE 24—HOUSING CREDIT

CHAPTER III—FEDERAL SAVINGS AND LOAN INSURANCE CORPORATION

PART 301—INSURANCE OF ACCOUNTS

RESOLUTION RELATING TO MINIMUM BOND COVERAGE REQUIRED FOR CERTAIN TYPES OF AGENTS EMPLOYED BY INSURED INSTITUTIONS [1]

Be it resolved, That any bond hereafter provided by an insured institution, upon application for approval thereof, § 301.16 (b) of the Rules and Regulations for Insurance of Accounts, covering an agent or agents not required to make settlement with such insured institution at least monthly is approved as adequate in amount, if such bond covers each such agent in an amount not less than the estimated maximum funds retained by such agent plus twice the average monthly collections of such agent, and

Be it further resolved, That the Governor of the Federal Home Loan Bank System is authorized to approve as adequate in amount any such bond so provided by an insured institution pursuant to the provisions of the Rules and Regulations for Insurance of Accounts.

Effective date February 5, 1941 (Sec. 403 (c) of N.H.A., 48 Stat. 1258; 12 U.S.C. 1726)

[SEAL] J. FRANCIS MOORE,
Secretary.

[F. R. Doc. 41-1724; Filed, March 7, 1941; 2:46 p. m.]

TITLE 30—MINERAL RESOURCES

CHAPTER II—GEOLOGICAL SURVEY

PART 222—ESTABLISHMENT OF MINIMUM VALUATIONS FOR PURPOSES OF ROYALTY COMPUTATION

ORDER MODIFYING ORDER [2] REQUIRING PAYMENT OF ROYALTIES COMPUTED ON THE BASIS OF MINIMUM VALUATIONS ON CRUDE OIL PRODUCED FROM THE LANCE CREEK OIL AND GAS FIELD, WYOMING

FEBRUARY 27, 1941.

§ 222.1 *Lance Creek Oil and Gas Field, Wyoming.* Pursuant to the terms and provisions of the Mineral Leasing Act of February 25, 1920, as amended (41

[1] Relates to but does not amend § 301.16 (b).
[2] See 4 F.R. 2956.

Stat. 437, 46 Stat. 1523, 49 Stat. 674, 30 U.S.C. 181, et seq.), and in accordance with the decision of the Department dated February 13, 1941, A. 22858, the order of May 31, 1939, establishing a minimum valuation of Lance Creek crude oil for the computation of Government royalties is hereby modified to fix and establish, effective July 1, 1939, for the purpose of computing royalties due the Government on crude oil produced from Federal land in the Lance Creek field, Wyoming, a minimum price per barrel which is eight cents (8¢) under the price per barrel regularly posted by the major purchasers of crude oil in the Mid-Continent area for crude oil of 40° A. P. I. gravity.

The supervisor of oil and gas operations at Casper, Wyoming, will notify the parties affected by this order, will make appropriate adjustments in the royalty accounts of the leases involved, and will report the adjustments made to the Commissioner, General Land Office. Thereupon, the Commissioner, General Land Office, will make demand of the parties affected for settlement, within thirty days of notice, of any royalties reported by the supervisor as having accrued to the United States and found by the Commissioner to remain unpaid.

[SEAL] OSCAR L. CHAPMAN,
Assistant Secretary of the Interior.

[F. R. Doc. 41-1753; Filed, March 10, 1941; 9:46 a.m.]

TITLE 33—NAVIGATION AND NAVIGABLE WATERS

CHAPTER I—COAST GUARD, DEPARTMENT OF THE TREASURY

PART 5—REGULATIONS, UNITED STATES COAST GUARD AUXILIARY

Sec.
5.0 Preamble.
5.1 Definitions.
5.2 Organization and Administration.
5.3 Personnel.
5.4 Vessels.
5.5 Reimbursement for operating expense and damage.
5.6 Flags, pennants and insignia.

§ 5.0 *Preamble.* The regulations prescribed October 5, 1939,[1] to effectuate the provisions of the Coast Guard Reserve Act of 1939 (53 Stat., 854, U.S.C., Supp. V, title 14, ch. 9), are hereby revoked and the following regulations are prescribed to effectuate the provisions of Title I of the Coast Guard Auxiliary and Reserve Act of 1941, Public No. 8, 77th Congress, herein set forth:

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That this Act may be cited as the "Coast Guard Auxiliary and Reserve Act of 1941".

TITLE I—REPEAL OF COAST GUARD RESERVE ACT OF 1939, AS AMENDED, AND ESTABLISHMENT OF COAST GUARD AUXILIARY

SEC. 1. The Coast Guard Reserve Act of 1939 (53 Stat. 854; U.S.C., Supp. V, title 14, ch. 9), as amended by Public Law Numbered 564, Seventy-sixth Congress, third session, is hereby repealed and in lieu of the United States Coast Guard Reserve provided for in such Act there is hereby created and established a United States Coast Guard Auxiliary (hereinafter referred to as the "Auxiliary").

SEC. 2. It is hereby declared to be the purposes of the Auxiliary (a) to further interest in safety of life at sea and upon the navigable waters, (b) to promote efficiency in the operation of motorboats and yachts, (c) to foster a wider knowledge of, and better compliance with, the laws, rules, and regulations governing the operation of motorboats and yachts, and (d) to facilitate operations of the Coast Guard.

SEC. 3. The Auxiliary shall be composed of citizens of the United States and of its Territories and possessions, except the Philippine Islands, who are owners (sole or part) of motorboats or yachts, and who may be enrolled therein pursuant to regulations prescribed under the authority of this Act.

SEC. 4. The Auxiliary shall be a nonmilitary organization administered by the Commandant of the Coast Guard (hereinafter referred to as the "Commandant") under the direction of the Secretary of the Treasury, and the Commandant shall, with the approval of the Secretary of the Treasury, prescribe such regulations as may be necessary to effectuate the purposes of this title.

SEC. 5. Subject to regulations prescribed under the authority of this Act, members of the Auxiliary may also be enrolled in the Coast Guard Reserve established by title II of this Act, and membership in the Auxiliary shall not be a bar to membership in any other naval or military organization.

SEC. 6. The Coast Guard is authorized to utilize in the conduct of duties incident to the saving of life and property, in the patrol of marine parades and regattas, or for any other purpose incident to the carrying out of the functions and duties of the Coast Guard which may be authorized by the Secretary of the Treasury, any motorboat or yacht placed at its disposition for any of such purposes by any member of the Auxiliary. No such motorboat or yacht shall be assigned to Coast Guard duty unless it is placed in charge of a commissioned officer, chief warrant officer, warrant officer or petty officer of the Coast Guard or the Coast Guard Reserve established by title II of this Act during such assignment.

SEC. 7. Any motorboat or yacht, while assigned to Coast Guard duty as herein authorized, shall be deemed to be a public vessel of the United States, and within the meaning of the Act of June 15, 1936 (49 Stat. 1514; U.S.C., Supp. V, title 14, sec. 71), shall be deemed to be a vessel of the United States Coast Guard.

SEC. 8. Appropriations of the Coast Guard shall be available for the payment of actual necessary expenses of operation of any such motorboat or yacht when so utilized, but shall not be available for the payment of compensation for personal services, incident to such operation, to other than personnel of the regular Coast Guard or the Coast Guard Reserve established by title II of this Act. The term "actual necessary expenses of operation", as used herein, shall include fuel, oil, water, supplies, provisions, and any replacement or repair of equipment or any repair of the motorboat or yacht where, upon investigation by a board of not less than three commissioned officers of the regular Coast Guard, it is determined that responsibility for the loss or damage necessitating such replacement or repair of equipment or such repair of the motorboat or yacht rests with the Coast Guard.

SEC. 9. No member of the Auxiliary, solely by season of such membership, shall be vested with or exercise any right, privilege, power, or duty vested in or imposed upon the personnel of the Coast Guard, except that any such member may, under such regulations as the Commandant shall prescribe, act in an advisory capacity to the Commandant in the administration of the Auxiliary. Any member performing such service shall, upon authorization by the Commandant, be entitled to actual expenses of travel and to a per diem allowance not exceeding $5 per day while performing such travel from and to his home and while engaged upon such service.

SEC. 10. All orders, rules, regulations, enrollments, privileges or other benefits made, issued, or granted pursuant to the Coast Guard Reserve Act of 1939, as amended, and in effect on the date of the enactment of this Act, shall be applicable to the Coast Guard Auxiliary and shall continue in effect hereunder until modified or revoked in accordance with the provisions of this Act.*

*§§ 5.0 to 5.6, inclusive, issued under authority contained in the Coast Guard Auxiliary and Reserve Act of 1941, Public Number 8, 77th Congress, 1st Session.

§ 5.1 *Definitions.* When used in these regulations, the terms—

(a) "Act" means the Coast Guard Auxiliary and Reserve Act of 1941, Public Number 8, 77th Congress.

(b) "Auxiliary" means the United States Coast Guard Auxiliary established pursuant to the Act.

(c) "Headquarters" means United States Coast Guard Headquarters, Washington, D. C.

(d) "District" means a District of the Coast Guard as hereinafter set forth.

(e) "Division" means a subdivision of the Auxiliary in a District.

(f) "Flotilla" means a unit of a Division.

(g) "Commandant" means the Commandant of the United States Coast Guard.

(h) "District Commander" means an officer in command of a Coast Guard District.

(i) "Director" means the Coast Guard officer assigned to the Staff of the District Commander to assist that officer in administering the Auxiliary.

(j) "Officer" means a commissioned officer, chief warrant officer, warrant officer, or petty officer of the Coast Guard or Coast Guard Reserve.

(k) "Member" means any person who is a member of the Auxiliary.

(l) "Citizen" means any person, eighteen years of age or over, who is a native born or naturalized citizen of the United States, or of its territories and possessions, except the Philippine Islands.

(m) "Motorboat" means any documented or numbered vessel propelled by machinery, not more than 65 feet in length measured from end to end over the deck excluding sheer.

(n) "Yacht" means either (a) any documented or numbered vessel used exclusively for pleasure, or (b) any sailboat used exclusively for pleasure over 16 feet in length measured from end to end over the deck excluding sheer.*

§ 5.2 *Organization and administration*—(a) *Organization.* The Auxiliary, a voluntary organization of citizens, who are owners of motorboats or yachts, shall be organized for the purpose of,

(1) Furthering interest in safety of life at sea and upon navigable waters.

(2) Promoting efficiency in the operation of motorboats and yachts.

(3) Fostering a wider knowledge of, and better compliance with, the laws,

[1] 4 F.R. 4302.

rules and regulations governing the operation of motorboats and yachts, and

(4) Facilitating operations of the Coast Guard.

Members shall be grouped into Flotillas each of which shall be designated by a number. Flotillas shall in turn be grouped into Divisions designated by appropriate geographical names. Divisions shall be subdivisions of Districts of the Auxiliary, which Districts shall coincide with and bear the same name as those of the Coast Guard.

(b) *The Coast Guard Districts.* (1) The Boston District, with district headquarters at Boston, Massachusetts, comprises the States of Maine, New Hampshire, Vermont, Massachusetts, and Rhode Island, and all United States Naval Reservations on shore in Newfoundland.

(2) The New York District, with district headquarters at New York, N. Y., comprises the State of Connecticut; State of New York (east of long. 74° 39′ W.); and the northern part of New Jersey, including counties of Mercer, Monmouth, and all counties north thereof.

(3) The San Juan District, with district headquarters at San Juan, P. R., comprises the Panama Canal Zone, all of the island possessions of the United States pertaining to Puerto Rico and Virgin Islands, and all United States Naval Reservations in the islands of the West Indies and on the North coast of South America.

(4) The Norfolk District, with district headquarters at Norfolk, Virginia, comprises the States of Maryland and Virginia, and the counties of Currituck, Camden, Pasquotank, Gates, Perquimans, Chowan and Dare in North Carolina; and all United States Naval Reservations in the islands of Bermuda.

(5) The Jacksonville District, with district headquarters at Jacksonville, Florida, comprises the State of Florida, except the counties west of the Apalachicola River.

(6) The New Orleans District, with district headquarters at New Orleans, La., comprises the States of Texas and Louisiana; that part of the States of Alabama, Mississippi, and Arkansas south of latitude 34° N.; and that part of the State of Florida not included in the Jacksonville District.

(7) The St. Louis District, with district headquarters at St. Louis, Missouri, comprises the States of West Virginia, Kentucky, Tennessee, Oklahoma, Kansas, Nebraska, North Dakota, South Dakota, Iowa, and Missouri; the States of Pennsylvania, Ohio, Indiana, Illinois, Wisconsin, Minnesota, Arkansas, Mississippi, and Alabama, not included in the Philadelphia, Cleveland, Chicago or New Orleans Districts.

(8) The Cleveland District, with district headquarters at Cleveland, Ohio, comprises the States of New York (west of New York District and north of lat. 42° N.), Ohio (north of lat. 41° N. and east of longitude 84° 45′ W.), Michigan (not included in the Chicago District), and that part of Wisconsin and Minnesota north of latitude 46° 20′ N.

(9) The Chicago District, with district headquarters at Chicago, Illinois, comprises the State of Michigan south of lat. 46° 20′ N. and west of long. 84° 45′ W.; Wisconsin, east of longitude 90° W. and not included in the Cleveland District; Indiana, north of lat. 41° N.; and Illinois, north of lat. 41° N. and east of long. 90° W.

(10) The San Francisco District, with district headquarters at San Francisco, California, comprises States of Nevada, Utah, Colorado, and that part of the State of California not included in the Los Angeles District.

(11) The Honolulu District, with district headquarters at Honolulu, Territory of Hawaii, comprises the Territory of Hawaii and the Pacific Islands belonging to the United States west of longitude 140° W. and south of latitude 42° N.

(12) The Seattle District, with district headquarters at Seattle, Washington, comprises the States of Washington, Oregon, Idaho, Montana, and Wyoming.

(13) The Ketchikan District, with district headquarters at Ketchikan, Alaska, comprises the Territory of Alaska.

(14) The Los Angeles District, with district headquarters at Los Angeles, California, comprises the States of New Mexico and Arizona, and the southern part of California, including the counties of Santa Barbara, Kern, and San Bernadino, and all counties south thereof.

(15) The Philadelphia District, with district headquarters at Philadelphia, Pennsylvania, comprises State of Pennsylvania, east of long. 79° W.; southern part of New Jersey, including counties of Burlington, Ocean, and all counties south thereof; and Delaware, including Fenwick Island Light.

(16) The Charleston District, with district headquarters at Charleston, South Carolina, comprises the States of South Carolina, Georgia, and North Carolina, except the counties of Currituck, Camden, Pasquotank, Gates, Perquimans, Chowan, and Dare.

(c) *Administration.* The administration of the Auxiliary shall be under the control of the Commandant at Headquarters.

The immediate administration of the Auxiliary shall be under the control of the District Commanders who are responsible directly to the Commandant. A District Commander shall be assisted in the administration of the Auxiliary by the Director and the District Board.

The administration of a Division shall be under the control of a Division Board.

The administration of a Flotilla shall be under the control of the Flotilla officers. Annual meetings of Flotillas, Division Boards and District Boards for the election of officers shall be held at such dates as the District Commander may determine.

(d) *Use of members in administration.* In administering the Auxiliary, the Commandant may utilize and may authorize District Commanders to utilize, the voluntary services of Members in the formulation of policies concerning, or in advising in other matters relating to, the Auxiliary. Any Member performing such service shall be authorized transportation from and to his home, and allowances as provided by U. S. Government Travel Regulations while so engaged.

(e) *District Board*—(1) *Composition.* The District Board shall be composed of the Director, and a representative from each Division within the District.

The Captain of each Division, or Flotilla representative of the Division designated by him, shall serve as Division representative on the District Board. Each member of the District Board shall have one vote.

(2) *Election of officers.* The Division representatives shall elect from among the representatives two District Officers whose titles shall be in the following order of precedence:

Commodore
Vice-Commodore

(3) *Duties.* The duties of the District Board shall be to,

(i) Act upon matters of policy relating to the Auxiliary within its District.

(ii) Assist the District Commander in administering and fostering the Auxiliary.

(iii) Pass upon the acts of Division Boards.

(iv) Conduct disenrollment proceedings.

(v) Conduct elections of officers of the District Board.

Acts of the District Board shall be subject to the approval of the District Commander.

(4) *Conduct of business.* A majority of the Members shall be necessary to transact business, and all business shall be conducted at meetings held at the call of either the District Commander or the District Commodore. If it is impracticable for the District Board to meet together, the business of the Board may be transacted by mail, except in cases of hearings on disenrollment.

(5) *Officers, term of office.* A member of a District Board elected to the office of Commodore or Vice-Commodore shall hold office only while a member of the District Board. The term of office shall be one year, but a member may be re-elected to office.

(f) *Division Board*—(1) *Composition.* The Division Board shall be composed of representatives from each Flotilla within the Division. The Director shall be an ex-officio member of each Division Board of the District.

The Commander of each Flotilla, or a Member designated by him, shall serve as Flotilla representative on the Division Board. A Flotilla representative shall, at Division Board meetings, have one vote for each group of ten Members

of his Flotilla, and for any part of such a group in excess of five Members in good standing in the Auxiliary.

(2) *Election of officers.* The Flotilla representatives shall elect from among the representatives, three Division Officers, whose titles shall be in the following order of precedence:

Captain
Vice-Captain.
Junior Captain

The Junior Captain shall act as Secretary of the Division Board.

(3) *Duties.* The duties of the Division Board shall be to

(i) Act upon matters of policy relating to the Auxiliary within its Division.

(ii) Assist the District Board in administering and fostering the Auxiliary.

(iii) Conduct elections of officers of the Division Board.

Acts of the Division Board shall be subject to the approval of the District Board.*

(4) *Conduct of business.* A majority of the members shall be necessary to transact business, and all business shall be conducted at meetings held at the call of the Director or the Division Captain. If it is impracticable for the Division Board to meet together, the business of the Board may be transacted by mail.

(5) *Officers, term of office.* A member of a Division Board elected to the office of Captain, Vice-Captain, or Junior Captain shall hold office only while a member of the Division Board. The term of office shall be one year but a member may be re-elected to office.

(g) *Flotilla*—(1) *Composition.* The Flotilla shall be composed of ten or more motorboats or yachts owned by not less than ten Members who have been authorized by the District Commander to establish a Flotilla. The Members shall constitute the Flotilla personnel. In the event the Flotilla personnel or number of boats of any Flotilla becomes less than the minimum prescribed above, the District Commander may, in his discretion, cause such Flotilla to be joined with another Flotilla in his district.

(2) *Personnel, election of officers.* The personnel of each Flotilla shall elect three officers whose titles shall be in the following order of precedence:

Commander
Vice-Commander
Junior Commander

A Secretary shall be appointed by the Flotilla Commander and may be one of the officers of the Flotilla.

(3) *Personnel, duties.* The duties of the Flotilla personnel shall be to,

(i) Act upon matters of policy relating to the Auxiliary within the Flotilla.

(ii) Assist the Division and District Boards in administering and fostering the Auxiliary.

(iii) Examine applicants and their boats for membership.

(iv) Pass on applications for membership.

(v) Conduct the elections of Flotilla officers.

Acts of the Flotilla personnel with respect to (i) and (ii) shall be subject to the approval of the Division Board and with respect to (iii), (iv) and (v), subject to the approval of the District Board.

(4) *Personnel, conduct of business.* All business shall be conducted at meetings held at the call of the Flotilla Commander.

(5) *Officers, term of office.* The term of office shall be one year but a member may be re-elected to office.*

§ 5.3 *Personnel*—(a) *Eligibility.* Any citizen, over 18 years of age, who owns not less than a twenty-five percent interest in any yacht or motorboat shall be eligible for membership in the Auxiliary, subject to the regulations as hereinafter set forth.

(b) *Application for membership.* A candidate for membership in the Auxiliary shall make application on the prescribed form and shall give satisfactory evidence of a thorough knowledge of the following:

(1) Handling and operation of vessels.

(2) Rules of the Road.

(3) Buoyage system in the United States.

(4) Navigation laws applicable to the vessel upon which his application for membership is based.

(5) Regulations, U. S. Coast Guard Auxiliary.

The vessel upon which the applicant bases his application for membership must be competently operated, well-found, in good operating condition, shipshape, equipped in accordance with law, and, in addition, must be provided with such additional equipment as may be prescribed by the Commandant. Applications for membership shall be made on the prescribed form to a District Commander or to the Commander of a Flotilla.

(c) *Action on application for membership.* Except where applications for membership accompany a request to the District Commander for permission to establish a Flotilla applications will be passed on by the personnel of the Flotilla of which the applicant will become a member if accepted and qualified. If the application is approved, the Commander of the Flotilla shall appoint one or more of the Flotilla personnel to examine the applicant and his motorboat or yacht. Upon completion of the examination, the Flotilla Commander shall forward the application, with a report on the results of the examinations and with suitable recommendations in the premises, to the District Commander.

If the application is disapproved by the personnel of the Flotilla it shall be so indorsed by the Flotilla Commander and forwarded to the District Commander.

The District Commander shall pass upon and admit to membership in the Auxiliary, applicants who qualify under the Act and the regulations in this part.

If any application is disapproved by the District Commander the applicant may apply directly to the Commandant, whose decision in the matter shall be final.

Where applications accompany a request to the District Commander for permission to establish a Flotilla, that officer may, after examination of the applicants and their motorboats or yachts, admit the applicants to membership in the Auxiliary if they and their vessels are found qualified.

(d) *Admission to membership.* An applicant who is accepted for membership shall be enrolled in the Auxiliary for a term of three years and issued a membership certificate and identification card. The certificate and identification card shall be valid for three years from the date of issue, unless the Member is in the meantime disenrolled. Membership in the Auxiliary may be continued for like periods of three years upon suitable evidence that the Member is still eligible. Upon renewal of membership this fact shall be indorsed on the membership certificate and a new identification card issued.

Duplicate membership certificates and identification cards may be issued on suitable evidence of the loss of a certificate or card.

(e) *Advancement.* Two lines of advancement, those of deck and engineering, are established. The designations in these specialties will be in order of advancement, as follows:

Deck	*Engineer*
Navigator.	Engineer.
Senior Navigator.	Senior Engineer.
Master Navigator.	Master Engineer

(1) A Member to be eligible for advancement to the designation of Navigator or Engineer, must (i) have been a member of the Auxiliary for not less than six months, except that this requirement may be waived in the discretion of the Commandant, (ii) attain a passing mark of 70% in a written examination in his specialty, (iii) produce satisfactory evidence that he has had not less than one year's experience in the active operation of motorboats or yachts.

(2) A Member to be eligible for advancement to the designation of Senior Navigator or Senior Engineer, must (i) hold the junior designation in his specialty (ii) have been a member of the Auxiliary for not less than twelve months, except that this requirement may be waived in the discretion of the Commandant, (iii) produce satisfactory evidence that he has had not less than two years' experience in the active operation of motorboats and yachts, (iv) for Senior Navigator produce satisfactory evidence that he has had not less than 100 hours of day piloting and 50 hours of night piloting, (v) attain a passing mark of 70% in his specialty.

(3) A Member to be eligible for advancement to the designation of Master Navigator or Master Engineer, must (i) hold the junior designation in his spe-

cialty, (ii) have been a member of the Auxiliary for not less than eighteen months, except that this requirement may be waived in the discretion of the Commandant, (iii) produce satisfactory evidence that he has had not less than three years' experience in the active operation of motorboats and yachts, (iv) have had not less than 50 hours experience as junior watch officer at sea on a Coast Guard cutter, (v) attain a passing mark of 70% in his specialty.

(f) *Correspondence courses.* Members may enroll in such correspondence courses issued by the Coast Guard Institute, New London, Connecticut, as will prepare them for advancement or give them instruction in matters furthering the purposes of the Auxiliary. Members will be charged the actual cost of the study materials for such courses.

(g) *Method of advancement.* A Member who meets the Service requirements for advancement to any designation as set forth above, shall, if he desires advancement, make application in writing for examination to the District Commander.

Upon receipt of the application, the District Commander will if satisfied the applicant meets the established requirements, set a date for examination and convene an Examining Board of three members consisting of commissioned officers.

The applicant will be advised at least thirty days before the date set for the examination of the nature and scope of the examination. Upon written request of the applicant to the Examining Board, the Board may defer the date of the examination.

The written examination may be supervised by a sub-board which sub-board shall transmit the examination papers to the Examining Board. The latter board shall grade the papers and if the applicant attains a passing mark, the board shall recommend to the Commandant, via the District Commander, that the applicant be advanced to the next senior designation.

Upon receipt of the recommendation, the Commandant will appoint the Member to the proper designation and issue a certificate of appointment.

Members who fail to attain a passing mark in any examination shall be so notified, and will be entitled to be reexamined.

(h) *Transfer.* A District Commander shall be notified in writing by a Member whenever his permanent residence is changed to another District. Upon receipt of such notification, the District Commander shall transfer the records of the Member to the District in which his new residence is located. The District Commander of the District to which transfer is made shall transmit such records to a Flotilla of that District for appropriate action.

District Commanders may transfer Members between Flotillas of their District, upon request for such transfer, and provided that the transfer is agreeable to the Flotilla to which transfer is requested.

(i) *Disenrollment.* A Member shall be disenrolled,

(1) On request.

(2) On loss of vessel on which his membership is based, unless a sufficient interest is acquired in another motorboat, or yacht, within six months from date of loss, to requalify the Member.

(3) On sale of vessel or sale of interest in vessel on which membership is based, unless a sufficient interest is acquired in another motorboat, or yacht, within six months from date of sale, to requalify the Member.

(4) For cause, including failure to remedy deficiencies in accordance with § 5.4 (b).

(5) Upon direction of the Commandant.

No Member shall be disenrolled under "(4)" except on a written complaint of a Member, and after a hearing before the District Board of his District. A majority vote of the Board will be required for disenrollment, but a Member disenrolled under "(4)" shall have the right of appeal to the Commandant whose decision in the matter shall be final. A person disenrolled under "(4)" shall not thereafter be eligible for membership in the Auxiliary except by unanimous vote of the District Board to which his application for new membership is directed.

A Member disenrolled as indicated above, shall surrender his membership certificate and identification card to the District Commander of the District in which he was a Member.*

§ 5.4 *Vessels* — (a) *Classification.* Vessels of the Auxiliary shall be classified as follows:

Class 1—Seagoing motorboats or yachts possessing accommodations and capable of extended off-shore cruises.

Class 2—Motorboats or yachts with living accommodations and adapted for use upon protected waters.

Class 3—Motorboats or yachts without living accommodations.

(b) *Inspection of vessels.* No vessel shall be entitled to fly the flag of the Auxiliary until inspected in accordance with a form prescribed by the Commandant and approved in accordance with § 5.3 (c), Regulations, U. S. Coast Guard Auxiliary.

Reinspection of its vessels shall be made annually by each Flotilla and a report of such reinspections shall be submitted to the District Commander. No vessel shall be entitled to fly the flag of the Auxiliary after failure to be approved at reinspection until its deficiency has been remedied.

The District Board may conduct annually such inspection of vessels of the Auxiliary as will satisfy it that Flotilla boat examining committees are functioning efficiently.

(c) *Merit designation.* Vessels of the Auxiliary may be awarded a merit rating of "excellent", based upon general upkeep, appearance, competency of operating personnel, and conformity with the navigation laws of the United States and the Regulations for the Auxiliary, both with regard to equipment carried by the vessel and its operation. This rating may be awarded by the Commandant upon the recommendation of a District Commander, and will be withdrawn by the Commandant if a vessel fails to merit continuance of the rating.

(d) *Offer of vessels.* The Coast Guard may employ a vessel of the Auxiliary, voluntarily offered by the owner, as follows:

(1) For the conduct of its duties incident to saving of life and property.

(2) For the patrol of marine parades and regattas.

(3) For any other purpose incident to the carrying out of the functions and duties of the Coast Guard which may be authorized by the Secretary of the Treasury.

Any Member desiring to place his vessel at the disposal of the Coast Guard pursuant to the Coast Guard Auxiliary and Reserve Act of 1941, shall communicate his offer in writing to the District Commander, who may, in his discretion, accept it. The offer shall state the period for which the vessel is proffered, whether the Member or his agent is to accompany the vessel, and an estimate of the present value of the vessel, and of the equipment, stores, and supplies aboard. If the vessel is owned by two or more Members, the offer must be signed by all owners. No vessel will be accepted unless the complete ownership is vested in Members.

(e) *Acceptance of vessels.* The District Commander shall, upon acceptance of an offer, direct an officer to inspect the vessel proffered, and if found suitable to accept it for the Coast Guard. Upon going aboard the vessel, the designated officer will immediately inspect the vessel to ascertain its condition. If the Member or an agent of the Member is not to accompany the vessel for the duration of the loan of the vessel to the Coast Guard, the officer shall, in the company of the Member or his agent, make a complete inventory of the equipment, unless the Member waives such inventory. The officer may then accept the vessel for the Coast Guard, signifying his acceptance in writing, in triplicate, one copy of which shall be delivered immediately to the Member or his agent. Any defects noted during the inspection, and the inventory, or waiver of the inventory shall be noted on the written acceptance. Immediately upon acceptance of the vessel for the Coast Guard, the officer will strike all yacht or designating flags or pennants and hoist the Coast Guard ensign and pennant, which ensign and pennant shall be flown continually until the vessel is released to the Member or his agent, at the expiration of the duty for which loaned. From the time of ac-

ceptance of the vessel by the officer until released to the Member or his agent, the vessel shall be under the exclusive control of the Coast Guard and during such time the vessel shall be deemed a public vessel of the United States.

(f) *Offer and acceptance of vessels in emergencies.* In an emergency the offer of a vessel may be made to the officer in charge of any Coast Guard unit instead of the District Commander and the provisions of § 5.4 (e) waived insofar as it relates to the making of an inspection and inventory.

(g) *Return of vessels.* A vessel voluntarily placed at the disposal of the Coast Guard by a Member, for a specified period, shall be returned to the Member or his agent at the expiration of such period, unless circumstances or emergent need make the return of the vessel impracticable at that time. The Member or his agent shall personally receive the vessel, inspect it, and make inventory of the equipment, unless such inventory is waived by the Member. If the vessel is accepted by the Member or his agent, he shall so signify in writing and list any items of damage or missing equipment, and the officer in charge shall then strike the Coast Guard ensign and pennant and release the vessel to the Member or his agent.*

§ 5.5 *Reimbursement for operating expense and damage*—(a) *Reimbursement for expense.* A Member who voluntarily places his vessel at the disposal of the Coast Guard shall be reimbursed by the Coast Guard for actual necessary expenses incident to the operation of the vessel pursuant to Section 4 of the Act; such expenses include fuel, oil, water, supplies, provisions, and any replacement or repair of equipment or any repair of the motorboat or yacht where it is determined that responsibility for the loss or damage necessitating such replacement or repair of equipment or such repair of the motorboat or yacht rests with the Coast Guard, but shall not include compensation for personal services to other than personnel of the Coast Guard or Coast Guard Reserve or use of vessel beyond the period for which loaned.

To obtain reimbursement a Member shall submit to the District Commander a signed and itemized bill, in quadruplicate, setting forth the amount claimed for each item. The bill should bear on its face, the following certificate:

> The above listed expenditures for which reimbursement is claimed were occasioned by reason of the use of the _____, (Name or number of vessel) U. S. Coast Guard Auxiliary, during the period from _____ to _____, by the U. S. Coast Guard; I further certify that this bill is correct and just and that payment therefor has not been received.
>
> _____ (Signature of owner)

(b) *Action in case of damage noted on return.* If upon return a vessel is found to be damaged in any respect, the Member or his agent may either,

(1) Refuse to accept the vessel; in which case it shall remain under the control of the Coast Guard, and repairs shall be effected in accordance with the customary practice for repairing Coast Guard vessels, or

(2) Accept the vessel, listing on the written acceptance the defects noted. The District Commander shall be notified of the damage by the officer in charge and shall immediately convene a board of investigation consisting of not less than three commissioned officers of the Coast Guard to inquire into the facts and circumstances of the damage. If it is found that the responsibility for the damage rests with the Coast Guard, the vessel may either be,

(i) Again placed under the control of the Coast Guard and repairs effected in accordance with the customary practice for repairing Coast Guard vessels, or

(ii) Repaired by the Member at his own expense, in which case the Member will be reimbursed by the Coast Guard.

(c) *Action in case of damage noted after return.* Damages observed after the return of the vessel will be reported in writing to the District Commander by the Member or his agent, and the District Commander shall convene a board of investigation to consist of not less than three commissioned officers of the Coast Guard to investigate the facts and circumstances of the damage. If it is found that the responsibility for the damage rests with the Coast Guard, the vessel may be either,

(1) Again placed under the control of the Coast Guard and repairs effected in accordance with the customary practice for repairing Coast Guard vessels, or

(2) Repaired by the Member at his own expense, in which case the Member will be reimbursed by the Coast Guard.

(d) *Action in case of loss of, or damage to, equipment.* In cases where equipment of a vessel loaned by a Member to the Coast Guard is reported lost, missing, or damaged, either upon return of the vessel or subsequent thereto, the District Commander shall convene a board of investigation consisting of not less than three commissioned officers of the Coast Guard to inquire into the facts and circumstances and if it is found that the responsibility for the loss or damage rests with the Coast Guard, the Member will be reimbursed by the Coast Guard for the replacement or repair of such equipment.

(e) *Action in case of total loss of vessel.* In case of the total loss of a vessel loaned by a Member while such vessel is under the control of the Coast Guard, the Commandant will initiate action for Congressional relief to the Member.*

§ 5.6 *Flags, pennants and insignia*—(a) *Authorized emblem.* The following described emblem has been prescribed by the Secretary of the Treasury: [2]

"The distinctive emblem of the United States Coast Guard Auxiliary shall be, in general terms, to wit: A shield having 13 vertical stripes and a chief—the chief and 7 stripes to be in white, and the alternate 6 stripes in solid color (except where the emblem is used on a white background, the chief and 7 stripes to be in solid color and the alternate 6 stripes in white), this shield to be placed within two concentric circles; the space between the concentric circles to have the legend 'U. S. Coast Guard' above and 'Auxiliary' below; all to be in front of two old-fashioned anchors, flukes downward, stocks in the same plane as the flukes, anchors to be crossed saltirewise so that the shanks are at an angle of 90° to each other; the concentric circles, legend, and anchors to be in the color of the chief of the shield."

b. *Flags and pennants, authorized.* The following described flags and pennants have been prescribed by the Secretary of the Treasury for the Coast Guard Auxiliary:

Flag. The flag of the Coast Guard Auxiliary shall consist of the emblem of the Auxiliary in white on a blue field. The emblem shall be centered on the flag. The fly of the flag shall be one and six-tenths of the hoist. The height of the emblem shall be one-half of the hoist.

Pennant—Commander. The pennant of a Commander shall consist of the emblem of the Auxiliary in white on a triangular blue field. The emblem shall be placed on the horizontal center line of the pennant at a point one-third of the hoist from the hoist. The fly shall be twice the length of the hoist. The height of the emblem shall be one-third of the hoist.

Pennant—Captain. The pennant of a Captain shall be identical with that of a Commander with the addition of a vertical white bar, one twenty-fourth in width and one-quarter in length of the hoist, placed five-sixths of the hoist from the hoist.

Pennant—Commodore. The pennant of a Commodore shall be identical with that of a Captain with the addition of another white bar of same size, placed toward the fly, one-sixth of the hoist from the first bar.

Pennant—Vice-Commander. The pennant of a Vice-Commander shall be identical with that of a Commander except that the emblem of the Auxiliary shall be in white on a red field.

Pennant—Vice-Captain. The pennant of a Vice-Captain shall be indentical with that of a Captain except that the emblem and vertical bar shall be in white on a red field.

Pennant—Vice-Commodore. The pennant of a Vice-Commodore shall be identical with that of a Commodore except

[2] See page 1361.

that the emblem of the Auxiliary and the vertical bars shall be in white on a red field.

Pennant — Junior Commander. The pennant of a Junior Commander shall be identical with that of a Commander except that the emblem of the Auxiliary shall be in blue on a white field.

Pennant—Junior Captain. The pennant of a Junior Captain shall be identical with that of a Captain except that the emblem of the Auxiliary and vertical bar shall be in blue on a white field.

Efficiency Pennant. The pennant indicating that a merit rating of "excellent" has been awarded to a vessel of the Auxiliary shall be blue, hoist one-eighth, and fly two and four-tenths of the hoist of the flag of the Auxiliary with which it is displayed. The pennant shall have the designation "U.S.C.G.A.—Efficiency" in rounded block letters thereon of white, approximately one-half the hoist of the pennant.

(c) *Flags and pennants, display.* Vessels of the Auxiliary shall be entitled to display the flag of the Auxiliary. The flag of the Auxiliary when flown shall be displayed as follows:

On vessels without a mast—at the bow staff.

On vessels with one mast—at the truck.

On vessels with two or more masts—at the main truck.

Vessels of the Auxiliary shall display the flag of the Auxiliary only when the Member who is owner or part owner of the vessel is aboard.

An officer of the District Board, Division Board, or a Flotilla, when aboard his vessel or a vessel of the Auxiliary of his District, Division, or Flotilla, as the case may be, shall be entitled to display his pennant from the starboard spreader if there be one. On vessels without a mast an officer of the Auxiliary may fly his pennant at the bow staff in lieu of the flag of the Auxiliary.

The efficiency pennant shall be displayed on the same hoist with and above the flag of the Auxiliary.

(d) *Insignia, authorized.* The following described insignia have been prescribed by the Secretary of the Treasury for the Auxiliary: "Insignia, United States Coast Guard Auxiliary. The insignia for Members shall consist of the emblem of the Auxiliary in gold metal or gold colored metal."

(e) *Insignia, display.* The insignia, United States Coast Guard Auxuliary, may be worn as:

(1) A pin on the left breast pocket, or
(2) A lapel button, or
(3) A cap device.

The pocket pin shall have an overall height of 13/16 inch, the lapel button 9/16 inch and the cap device 1¾ inches.

(f) *Unauthorized use of flags, pennants and insignia.* Any person who shall without proper authority fly from a motorboat, yacht, or other vessel, any flag or pennant or wear any insignia of the Auxuliary shall, upon conviction thereof, be punished by a fine not exceeding $100.*

[SEAL] R. R. WAESCHE,
Rear Admiral, U. S. Coast Guard, Commandant.

Approved:

HERBERT E. GASTON,
Acting Secretary of the Treasury.

MARCH 5, 1941.

[F. R. Doc. 41-1744; Filed, March 8, 1941; 10:50 a. m.]

Notices

TREASURY DEPARTMENT.

Office of the Secretary.

ORDER PRESCRIBING FLAGS AND INSIGNIAS FOR THE UNITED STATES COAST GUARD AUXILIARY

MARCH 5, 1941.

1. Section 302 of the Coast Guard Auxiliary and Reserve Act of 1941, provides, in part, as follows:

The Secretary of the Treasury is hereby authorized to prescribe one or more suitable distinguishing flags or pennants to be flown from the motorboats and yachts owned by members of the Auxiliary or the Reserve, and one or more suitable insignias which may be worn by such members.

2. Pursuant to the foregoing authority, the following distinguishing flags and insignias are hereby prescribed:

Emblem. The distinctive emblem of the United States Coast Guard Auxiliary shall be, in general terms, to wit: A shield having 13 vertical stripes and a chief—the chief and 7 stripes to be in white, and the alternate 6 stripes in solid color (except where the emblem is used on a white background, the chief and 7 stripes to be in solid color and the alternate 6 stripes in white), this shield to be placed within two concentric circles; the space between the concentric circles to have the legend "U. S. Coast Guard" above and "Auxiliary" below; all to be in front of two old-fashioned anchors, flukes downward, stocks in the same plane as the flukes, anchors to be crossed saltirewise so that the shanks are at an angle of 90° to each other; the concentric circles, legend, and anchors to be in the color of the chief of the shield.

Flag. The flag of the Coast Guard Auxiliary shall consist of the emblem of the Auxiliary in white on a blue field. The emblem shall be centered on the flag. The fly of the flag shall be one and six-tenths of the hoist. The height of the emblem shall be one-half of the hoist.

Pennant—Commander. The pennant of a Commander shall consist of the emblem of the Auxiliary in white on a triangular blue field. The emblem shall be placed on the horizontal center line of the pennant at a point one-third of the hoist from the hoist. The fly shall be twice the length of the hoist. The height of the emblem shall be one-third of the hoist.

Pennant—Captain. The pennant of a Captain shall be identical with that of a Commander with the addition of a vertical white bar, one twenty-fourth in width and one-quarter in length of the hoist, placed five-sixths of the hoist from the hoist.

Pennant—Commodore. The pennant of a Commodore shall be identical with that of a Captain with the addition of another white bar of same size, placed toward the fly, one-sixth of the hoist from the first bar.

Pennant—Vice-Commander. The pennant of a Vice-Commander shall be identical with that of a Commander except that the emblem of the Auxiliary shall be in white on a red field.

Pennant—Vice-Captain. The pennant of a Vice-Captain shall be identical with that of a Captain except that the emblem and vertical bar shall be in white on a red field.

Pennant—Vice-Commodore. The pennant of a Vice-Commodore shall be identical with that of a Commodore except that the emblem of the Auxiliary and the vertical bars shall be in white on a red field.

Pennant—Junior Commander. The pennant of a Junior Commander shall be identical with that of a Commander except that the emblem of the Auxiliary shall be in blue on a white field.

Pennant—Junior Captain. The pennant of a Junior Captain shall be identical with that of a Captain except that the emblem of the Auxiliary and vertical bar shall be in blue on a white field.

Insignia. The following described insignia have been prescribed by the Secretary of the Treasury for the Auxiliary: *"Insignia, United States Coast Guard Auxiliary.* The insignia for Members shall consist of the emblem of the Auxiliary in gold metal or gold colored metal."

3. The order prescribing flags and insignia for the United States Coast Guard Reserve issued by me under date of October 5, 1939,[1] is hereby revoked.

[SEAL] HERBERT E. GASTON,
Acting Secretary of the Treasury.

[F. R. Doc. 41-1743; Filed, March 8, 1941; 10:50 a. m.]

[1] 4 F.R. 4307.

WAR DEPARTMENT.

[Contract No. W 6105 qm-179; O. I. No. C-17]

SUMMARY OF CONTRACT FOR CONSTRUCTION CONTRACTORS: SOUND CONSTRUCTION & ENGINEERING CO., NORTHERN LIFE TOWER, SEATTLE, WASH., AND PETER KIEWIT SON'S CO., OMAHA, NEBRASKA

Contract for temporary housing consisting of * * * Buildings, at the 41st Division National Guard Cantonment (3rd Division Prairie) Fort Lewis Military Reservation, Washington.

Amount, $4,711,000.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authority, the available balance of which is sufficient to cover the cost of same: QM 7092 P 1-3211 A 1738-N, CBU&A at Military Posts, Emergency Construction.

This Contract, entered into this 10th day of October, 1940.

Statement of work. The contractor shall furnish the materials, and perform the work for construction and completion of Temporary Housing, consisting of * * * buildings at the 41st Division National Guard Cantonment (3rd Division Prairie), Ft. Lewis, Washington, for the consideration of four million, seven hundred eleven thousand and no/100 dollars ($4,711,000.00) in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof.

Changes. The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof.

Delays—Damages. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof.

Payments to contractors. Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made and approved by the Contracting Officer.

All material and work covered by partial payments made shall thereupon becomes the sole property of the Government.

Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor.

This contract is authorized by the Act of Second Supplemental National Defense Appropriation Act, 1941, Public 781—76th Congress, approved September 9, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41-1730; Filed, March 8, 1941; 9:39 a. m.]

[Contract No. W 6105 qm-152; O. I. C.-20]

SUMMARY OF CONTRACT FOR CONSTRUCTION CONTRACTOR: SOUND CONSTRUCTION & ENGINEERING CO., NORTHERN LIFE TOWER, SEATTLE, WASH., AND PETER KIEWIT SONS' CO., OMAHA, NEBRASKA

Contract for: Construction and Completion of Temporary Housing, consisting of * * * Buildings; and * * * Concrete Reservoirs.

Amount, $3,075,000.

Place: Fort Lewis, Wash., and at 41st Division National Guard Cantonment (3rd Division Prairie) Fort Lewis Military Reservation, Wash.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authorities, the available balances of which are sufficient to cover the cost of same:

QM 7056 P 1-3211 A 1738-N, Construction of Buildings, Utilities & Appurtenances at Military Posts, Emergency Construction, No Year

QM 7546 A 0540.068-N, Construction of Buildings, Utilities & Appurtenances at Military Posts, Emergency Construction, No Year:

P 1-3211
P 1-3213

This contract, entered into this 29th day of October 1940.

Statement of work. The contractor shall furnish the materials, and perform the work for Construction and Completion of Temporary Housing, consisting of * * * Buildings and * * * Concrete Reservoirs, Fort Lewis, Wash., and at 41st Division National Guard Cantonment (3rd Division Prairie), Fort Lewis Military Reservation, Washington, for the consideration of three million, seventy-five thousand & no/100 dollars ($3,075,000.00), in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof.

Changes. The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof.

Delays—Damages. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof.

Payments to contractors. Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made and approved by the contracting officer.

All material and work covered by partial payments made shall thereupon become the sole property of the Government.

Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor.

This contract is authorized by the acts of Second Supplemental National Defense Appropriation Act, 1941, Public 781-76th Congress, approved Sept. 9, 1940, and Public Resolution No. 99, 76th Congress, approved Sept. 26, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41-1732; Filed, March 8, 1941; 9:39 a. m.]

[Contract No. W-6105 qm-180; O. I. No. C-19]

SUMMARY OF CONTRACT FOR CONSTRUCTION CONTRACTOR: MACDONALD & KAHN, INC., 200 FINANCIAL CENTER BLDG., SAN FRANCISCO, CALIFORNIA.

Contract for: Construction of Sanitary Sewerage System, Water and Electric Distribution Systems, * * * Bed and * * * Bed Hospitals, and Steam Distribution System for Hospitals.

Amount: $1,550,000.00.

Place: Fort Lewis, Washington, and on 3rd Division Prairie, Fort Lewis Military Reservation, Washington.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to the following procurement authority, the available balance of which is sufficient to cover the cost of same: QM 7092 A 1738–N, CBU&A at Military Posts, Emergency Construction:

P 1–3211
P 1–3212
P 1–3213

This Contract, entered into this 10th day of October 1940.

Statement of work. The contractor shall furnish the materials and perform the work for Construction and Completion of Sanitary Sewerage System, Water & Electric Distribution Systems, * * * Bed and * * * Bed Hospitals, and Steam Distribution Systems for Hospitals at Fort Lewis, Wash., and at 41st Division National Guard Cantonment (3rd Division Prairie) Fort Lewis Military Reservation, Washington, for the consideration of one million, five hundred fifty thousand & no/100 dollars ($1,550,000.00), in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof.

Changes. The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof.

Delays—Damages. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof.

Payments to contractors. Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made and approved by the contracting officer.

All material and work covered by partial payments made shall thereupon become the sole property of the Government.

Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor.

This contract is authorized by the act of Second Supplemental National Defense Appropriation Act, 1941, Public 781—76th Congress, approved September 9, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41–1733; Filed, March 8; 1941; 9:40 a. m.]

[Contract No. W–6143 qm–621; O. I. 586]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: A. J. RIFE CONSTRUCTION COMPANY, DALLAS, TEXAS

Contract for: Construction and Completion of Temporary Housing Buildings, Including the Utilities.

Amount, $1,603,420.00.

Place: Fort Sill, Oklahoma.

The Supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in and are chargeable to Procurement Authority QM7012 P1–3211 A1738–N Second Supplemental National Defense Appropriation Act FY 1941, the available balance of which is sufficient to cover the cost of same.

This Contract, entered into this 15th day of October, 1940.

Statement of work. The contractor shall furnish the materials, and perform the work for Construction and completion of Temporary Housing Buildings, including the utilities thereto at Fort Sill, Oklahoma, for the consideration of One Million Six Hundred Three Thousand Four Hundred Twenty Dollars ($1,603,420.00) in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof.

Changes. The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof.

Delays—Damages. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government, may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work in which event the actual damages for the delay will be impossible to determine and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof.

Payments to contractors. Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made and approved by the contracting officer.

All material and work covered by partial payments made shall thereupon become the sole property of the Government.

Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor.

This contract is authorized by the act of Second Supplemental National Defense Appropriation Act, 1941, Public 781—76th Congress, approved September 9, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41–1737; Filed, March 8, 1941; 9:41 a. m.]

[Contract No. W 852 ord–6550]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: COLT'S PATENT FIRE ARMS MANUFACTURING COMPANY

Contract for Cal. * * * and * * * Browning Machine Guns with Essential Extra Parts.

Amount, $12,723,836.83.

Place: Springfield Armory, Springfield, Massachusetts.

The supplies and services to be obtained in this instrument are authorized by, are for the purpose set forth in, and are chargeable to the Procurement Authorities indicated below either in cash or under a contract authorization contained by this instrument are authorized for the fiscal year 1941, the available balances of which are sufficient to cover the cost of material covered by this contract.

ORD–5982–P2–3030–A1005–01
ORD–5982–P11–3030–A1005–01
NG–15–416–P57–3030–A1405–01
ORD–6358–P2–3030–A1005–01
ORD–6358–P11–3030–A1005–01
ORD–6039–P2–3030–A1005–01
ORD–6351–P22–3030–A(1215).114–01
ORD–7209–P11–3030–A(1005).105–01
ORD–7210–P22–3030–A(1204).146–01
ORD–6690–P94–1370–A5910.008–1, W. F. W.
ORD–6694–P94–1370–A5910.058N W. F. W.
ORD–7245–P94–1370–A5910.063N W. F. W.
ORD–6682–P94–1370–A5910.054N W. F. W.

ORD–6683–P94–1370–A5910.055N W. F. W.
ORD–6040–P2–3030–A1005–01
ORD–6040–P11–3030–A1005–01
ORD–6449–P2–3030–A1005–01
ORD–6039–P11–3030–A1005–01
ORD–6443–P11–3030–A1005–01
ORD–6439–P22–3030–A(1205).110–01
ORD–6048–P2–3030–A1006–01
ORD–7209–P11–3030–A1005–01
ORD–1941 2115910.008
ORD 21X5910.058
ORD 21X5910.063
ORD 21X5910.054
ORD–N 21X5910.055

This contract, entered into this 29th day of November, 1940.

Scope of this contract. The contractor shall furnish and deliver the following items in the amounts and at the unit prices stated herein:

a. * * * Browning Machine Guns, Caliber * * *

b. Essential Extra Parts * * * Browning Machine Gun, Caliber, * * * for the consideration stated herein, and in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

Changes. Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

Delays—Damages. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

Payments. The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41–1735; Filed, March 8, 1941; 9:40 a. m.]

[Contract No. W 535 ac–17232 (4203)]

SUMMARY OF CONTRACT FOR SUPPLIES

CONTRACTOR: THE HEIL COMPANY

Contract for: Oil Servicing Trucks, Semi-tank trailers, Trailer Converter Dollies and Data.

Amount, $1,236,940.00.

Place: Matériel Division, Air Corps, U. S. Army, Wright Field, Dayton, Ohio.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority AC 30 P 85–3058 A 0705–01, the available balance of which is sufficient to cover cost of same.

This contract, entered into this 13th day of December 1940.

ARTICLE 1. *Scope of this contract.* The contractor shall furnish and deliver to the Government all the articles and data as set forth more particularly in Article 16 hereof, for the consideration stated one million two hundred thirty six thousand nine hundred forty dollars ($1,236,940.00) in strict accordance with the specifications, schedules and drawings, all of which are made a part hereof.

ART. 2. *Changes.* Where the supplies to be furnished are to be specially manufactured in accordance with drawings and specifications, the contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings or specifications, except Federal Specifications. Changes as to shipment and packing of all supplies may also be made as above provided.

ART. 5. *Delays—Damages.* If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified in Article 1, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay.

ART. 8. *Payments.* The contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the contractor payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either $1,000 or 50 percent of the total amount of the contract.

ART. 16. *Articles and supplies called for and prices therefor.* The Contractor shall furnish and deliver to the Government all the following articles.

Item 1 * * * Trucks, oil servicing: Total	$111,792.00
Item 2 * * * Trailers, Semi, tank: Total	1,099,667.00
Item 3 * * * Dollies, Trailer Converter: Total	$25,481.00
Total	1,236,940.00

The Contractor shall furnish and deliver to the Government, but without additional cost therefor, the following Engineering Data covering the articles called for under paragraph (1) hereof:

(a) * * * vandykes of bill of material covering said articles.

(b) * * * vandykes of Class A drawings and parts lists covering said articles.

(c) * * * Handbook of Instructions and Parts Catalogue covering said articles.

ART. 18. *Discounts.* All or any payments made for articles called for under the terms of Item 1 of Article 16 hereof shall be subject to a discount of * * * percent of the amount or amounts stipulated if payment of the invoice is made within ten calendar days after date of delivery of articles invoiced. All or any payments made for articles called for under the terms of Items 2 and 3 of Article 16 hereof shall be subject to a discount of * * * percent of the amount or amounts stipulated if payment of the invoice is made within ten calendar days after date of delivery of articles invoiced.

ART. 21. *Option.* The Government is granted the right and option within * * * days from and after date of approval of this contract to increase the quantity or quantities of the articles called for under the terms of paragraph (1) of Article 16 hereof at not more than the unit prices stated by any amount that would not exceed * * * percent of the entire contract price stipulated.

ART. 22. *Termination when contractor not in default.* If, in the opinion of the contracting officer upon the approval of the Secretary of War, the best interests of the Government so require, this contract may be terminated by the Government, even though the contractor be not in default, by a notice in writing relative thereto from the contracting officer to the contractor.

This contract authorized under the provisions of Section 1 (a) Act of July 2, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41–1736; Filed, March 8, 1941; 9:41 a. m.]

[Contract No. W–6108 QM–100; O. I. N. 6108–CQM–41–185]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: KARNO-SMITH COMPANY, 143 EAST STATE STREET, TRENTON, N. J.

Contract for: Construction and Completion of Temporary Housing, Electric

Distribution System, Roads and Surface Drainage and Water and Sanitary Sewer Systems.

Amount, $1,407,000.00 (Estimate).

Place: Fort Dix, New Jersey.

This is to certify that the supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and chargeable to Procurement Authorities QM 8016, P–3–3212, P–3–3213; A0002.003–02: QM 8748 P–1–3211, A O 540.063 N; QM 7574 P–1–3211 A 0540.068N; QM 7512 P–1–3211 A 0540.068N, the available balances of which are sufficient to cover cost of same.

This Contract, entered into this 13th day of December 1940.

Statement of work. The contractor shall furnish the materials, and perform the work for construction and completion of temporary housing, electric distribution system, roads and surface drainage, water and sanitary sewer systems at Fort Dix, New Jersey, for the consideration of one million, four hundred seven thousand dollars ($1,407,000, Estimated) in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof.

Changes. The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof.

Delays—Damages. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof.

Payments to contractors. Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made and approved by the contracting officer.

All material and work covered by partial payments made shall thereupon become the sole property of the Government.

Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor.

This contract is authorized by the acts of Congress—1st Supplemental National Defense Appropriation Act, 1941, Public No. 667—76th Congress, approved June 26, 1940; Military Appropriation Act, 1941, Public. No. 611—76th Congress, approved June 13, 1940. Public Resolution No. 99—76th Congress, approved Sept. 24, 1940.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41–1731; Filed, March 8, 1941; 9:39 a. m.]

[Contract No. W–175–eng–1000]

SUMMARY OF CONTRACT FOR CONSTRUCTION

CONTRACTOR: T. W. CUNNINGHAM, INC. WINCHESTER, MASS.

Contract for: Constructing temporary buildings.

Amount, $1,011,709.00.

Place: Bangor, Maine, Airport.

Procurement Authority—Eng–506 Pl–3200 A–0540.068–N.

This Contract, entered into this thirty-first day of January 1941.

Statement of work. The contractor shall furnish the materials, and perform the work for constructing the temporary buildings at the Bangor, Maine, Airport for the consideration of one million, eleven thousand, seven hundred and nine dollars ($1,011,709) in strict accordance with the specifications, schedules, and drawings, all of which are made a part hereof.

Changes. The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and/or specifications of this contract and within the general scope thereof.

Delays—Damages. If the contractor refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in article 1, or any extension thereof, or fails to complete said work within such time, the Government may, by written notice to the contractor, terminate his right to proceed with the work or such part of the work as to which there has been delay. If the Government does not terminate the right of the contractor to proceed, the contractor shall continue the work, in which event the actual damages for the delay will be impossible to determine and in lieu thereof the contractor shall pay to the Government as fixed, agreed, and liquidated damages for each calendar day of delay until the work is completed or accepted the amount as set forth in the specifications or accompanying papers and the contractor and his sureties shall be liable for the amount thereof.

Payments to contractors. Unless otherwise provided in the specifications, partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable, on estimates made and approved by the contracting officer.

All material and work covered by partial payments made shall thereupon become the sole property of the Government.

Upon completion and acceptance of all work required hereunder, the amount due the contractor under this contract will be paid upon the presentation of a properly executed and duly certified voucher therefor.

This contract is authorized by appropriation 21X0540.068 Construction of Buildings, Utilities and Appurtenances at Military Posts, No Year.

FRANK W. BULLOCK,
Major, Signal Corps,
Assistant to the Director of Purchases and Contracts.

[F. R. Doc. 41–1734; Filed, March 8, 1941; 9:40 a. m.]

NAVY DEPARTMENT.

[NOy–4164]

SUMMARY OF CONTRACT FOR AVIATION FACILITIES

CONTRACTORS: LINDGREN AND SWINERTON, INC., HEGEMAN-HARRIS COMPANY AND TUCKER M'CLURE, 220 EAST 42ND STREET, NEW YORK, N. Y.

On July 2, 1940, the Navy Department entered into a contract (NOy–4164) with Lindgren and Swinerton, Inc., Hegeman-Harris Company and Tucker McClure, New York, N. Y., for aviation facilities, ammunition storage, seawall and buildings and accessories in the Panama Canal Zone at an estimated total cost of $11,050,000, including a fixed fee of $550,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
By direction of
Chief of Bureau.

[F. R. Doc. 41–1739; Filed, March 8, 1941; 9:42 a. m.]

[NOy-4165]

SUMMARY OF CONTRACT FOR ADDITIONAL AVIATION FACILITIES

CONTRACTORS: JOHNSON, DRAKE, AND PIPER, INC., 1415 LATHAM SQUARE BUILDING, OAKLAND, CALIFORNIA

On July 3, 1940, the Navy Department entered into a contract (NOy-4165) with Johnson, Drake, and Piper, Inc., Oakland, California, for additional aviation facilities at the Naval Air Station, Alameda, California, at an estimated total cost of $9,800,000, including a fixed fee of $410,000 payable to the Contractors.

The contract, among other things, further provides that the Navy Department may at any time make changes in approved drawings and/or specifications and, if such changes or additions to or omissions from the original project cause a material increase or decrease in the amount or character of the work to be done under the contract, or in the time required for its performance, an equitable adjustment in the amount of the fixed fee to be paid to the Contractors shall be made and the contract shall be modified accordingly. The contract also contains provisions for the termination of the contract by the Government and for an equitable settlement with the Contractors under the contract in the case of such termination.

L. B. COMBS,
By direction of
Chief of Bureau.

[F. R. Doc. 41-1740; Filed, March 8, 1941; 9:42 a. m.]

Bureau of Ships.

[NOd-1627]

SUMMARY OF CONTRACT FOR CONSTRUCTION OF NET LAYERS

CONTRACTOR: THE INGALLS SHIPBUILDING CORPORATION, BIRMINGHAM, ALABAMA

FEBRUARY 8, 1941.

Under date of December 16, 1940, the Navy Department entered into a contract with The Ingalls Shipbuilding Corporation for the construction of four (4) net layers at the plant of that corporation at Pascagoula, Mississippi, at a total contract price of $50,000,000, or a contract price per vessel of $12,500,000.

The above contract provides for the suspension, termination, or cancellation of the contract, with an equitable basis of settlement, to safeguard the Government's interest should the public exigency require such action. In the event of termination due to fault of the contractor, the Government may complete the construction of the vessels for the account of the contractor.

The contract price is subject to adjustment (1) for the net increase for changes, separately, in wages and material costs, (2) for increases in cost due to either approved overtime or shift work or both, as the case may be, and (3) for increases in cost due to changes in the plans and specifications which may be ordered by the Navy Department during the course of construction.

The contractor has an option, exercisable within a specified time after receipt of the plans and specifications in detail, to change the above contract to a cost-plus-a-fixed-fee form on the basis of an estimated cost per vessel of $11,650,000. In this event a fixed fee for profit of $699,000 per vessel is to be paid to the contractor. Such contract will also provide for the payment of an amount not to exceed a specified maximum as a bonus for reduction in cost and early delivery of the foregoing vessels.

S. M. ROBINSON,
Chief of Bureau.

[F. R. Doc. 41-1738; Filed, March 8, 1941; 9:41 a. m.]

DEPARTMENT OF THE INTERIOR.

Bituminous Coal Division.

[Docket No. A-278]

PETITION OF BITUMINOUS COAL PRODUCERS BOARD FOR DISTRICT NO. 20 (UTAH) FOR A CHANGE IN THE COORDINATION OF MINIMUM PRICES FOR SHIPMENT INTO MARKET AREAS 213, 237-240 AND 247-254 PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

ORDER CONSENTING TO WITHDRAWAL OF PETITION

Upon the request of the original petitioner in the above entitled matter, made orally before Examiner Thurlow Lewis at the time and place heretofore set for holding the hearing on the petition and subsequently reduced to writing, the Director consents to the withdrawal of the petition and to the dismissal without prejudice of the proceedings herein; accordingly

It is so ordered.

Dated: March 7, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1760; Filed, March 10, 1941; 11:36 a. m.]

[Docket No. A-446]

PETITION OF DISTRICT BOARD 8 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES IN DISTRICT NO. 8 NOT HERETOFORE CLASSIFIED AND PRICED

[Docket No. A-446—Part II]

PETITION OF DISTRICT BOARD 8 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF MINE INDEX 605 OF DISTRICT 8 NOT HERETOFORE CLASSIFIED AND PRICED

ORDER SEVERING PORTION OF DOCKET A-446 RELATING TO MINE INDEX 605 AND DESIGNATING SAME AS DOCKET A-446—PART II; ORDER CONTINUING TEMPORARY RELIEF AND TERMINATING CONDITIONALLY FINAL RELIEF HERETOFORE GRANTED AS TO MINE INDEX 605; AND NOTICE OF AND ORDER FOR HEARING IN DOCKET A-446—PART II

An original petition, requesting temporary and permanent relief, having been duly filed with this Division in Docket No. A-446, pursuant to section 4 II (d) of the Bituminous Coal Act of 1937; and

The Director having issued an Order in Docket A-446 on December 30, 1940, granting temporary relief and conditionally providing that such temporary relief shall become final sixty (60) days from the date thereof unless the Director should otherwise order, which order, *inter alia*, established temporary and conditionally final prices for the Pewee Mine of the Pewee Coal Company (Mine Index 605) and;

The Pewee Coal Company, a code member in District 8, having filed with the Division on February 14, 1941, a petition alleging that it is dissatisfied with the price classifications and minimum prices provided by the aforesaid order for coals produced at its Pewee Mine (Mine Index No. 605), and requesting a hearing with respect to the matters contained in said petition; and

The Director finding that a reasonable showing of necessity for the granting of the aforesaid request for a formal hearing has been made;

Now therefore it is ordered, That the portion of Docket A-446 relating to Mine Index 605 is severed from the balance of the subject matter thereof and is designated as Docket A-446—Part II.

It is further ordered, That the temporary relief heretofore provided in the Order of the Director in Docket A-446, dated December 30, 1940, for Mine Index 605 be and hereby is continued in effect until further order of the Director, but that such relief shall not become final at the expiration of sixty (60) days from December 30, 1940.

It is further ordered, That a hearing on the prayer for permanent relief in Docket No. A-446—Part II be held, under the applicable provisions of the Act and the Rules and Regulations of the Division, on March 18, 1941, at 10 o'clock a. m. (Eastern Standard Time) at a hearing room of the Bituminous Coal Division, 734 15th Street NW., Washington, D. C. On such day the Chief of the Records Section in Room 502 will advise as to the room in which such hearing shall be held.

It is further ordered, That W. A. Cuff or any other officer or officers of the Division duly designated for that purpose shall preside at the hearing in such matter. The officers so designated to preside at such hearing are hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda, or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to prepare and submit to the Director proposed findings

of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to all parties herein and to persons or entities having an interest in these proceedings and eligible to become a party herein. Any person desiring to be admitted as a party to this proceeding may file a petition of intervention in accordance with the rules and regulations of the Bituminous Coal Division for proceedings instituted pursuant to section 4 II (d) of the Act, setting forth the facts on the basis of which the relief in the original petition, or in the petition of the Pewee Coal Company, is supported or opposed or on the basis of which other relief is sought. Such petitions of intervention shall be filed with the Bituminous Coal Division on or before March 13, 1941.

All persons are hereby notified That the hearing in the above-entitled matter and any orders entered therein, may concern, in addition to the matters specifically alleged in the petitions, other matters necessarily incidental and related thereto, which may be raised by amendment to the petition, petitions of interveners or otherwise, or which may be necessary corollaries to the relief, if any, granted on the basis of this petition.

The matter concerned herewith is in regard to the establishment of price classifications and minimum prices for coals produced at Mine Index 605, in District No. 8, for which price classifications and minimum prices have not heretofore been established.

Dated: March 7, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1761; Filed, March 10, 1941; 11:36 a. m.]

[Docket No. 1510-FD]

IN THE MATTER OF PAUL RIDEOUT, DEFENDANT

CEASE AND DESIST ORDER

A complaint dated December 20, 1940, pursuant to the provisions of sections 4 II (j) and 5 (b) of the Bituminous Coal Act of 1937, having been duly filed on January 4, 1941, by W. W. Crick, a member of District Board No. 9, complainant, with the Bituminous Coal Division alleging wilful violation by the defendant of the Bituminous Coal Code or rules and regulations thereunder, as follows:

That the defendant with full knowledge of the requirements of Part II (e) of the Bituminous Coal Code and with intent to violate the same, and in violation thereof, on or about December 11, 1940 sold five tons of 3'' lump coal, Size Group 3, produced at his Puddinhead Mine at a price f. o. b. his mine 10¢ per ton less than the applicable effective minimum price f. o. b. the mine established for such coal of $2.10 per ton.

The defendant having by stipulation [1] made February 21, 1941, a true copy of which is annexed hereto and made a part hereof, admitted the truth of the allegations of said complaint and consented to the making and entry of this order:

It is ordered, That the defendant, its (or his) officers, representatives, agents, servants, employees, and attorneys, and all persons acting or claiming to act in its (or his) behalf or interest, cease and desist and they hereby are permanently enjoined and restrained from violating the code, the effective minimum prices and the Marketing Rules and Regulations.

It is further ordered, That the Division in its discretion may apply to the Circuit Court of Appeals of the United States within any circuit where such defendant resides and carries on business for the enforcement hereof.

Dated: March 7, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1763; Filed, March 10, 1941; 11:36 a. m.]

[Docket No. 1510-FD]

IN THE MATTER OF PAUL RIDEOUT, DEFENDANT

ORDER CANCELLING HEARING

The above-entitled proceeding having been concluded by the entry of a cease and desist order against the defendant pursuant to stipulation;[1]

It is ordered, That the hearing previously scheduled for March 6, 1941 at Madisonville, Kentucky is hereby cancelled.

Dated: March 7, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1759; Filed, March 10, 1941; 11:35 a. m.]

[Docket No. 1601-FD]

IN THE MATTER OF PEEWEE COAL COMPANY, REGISTERED DISTRIBUTOR, REGISTRATION No. 7218, DEFENDANT

NOTICE OF AND ORDER FOR HEARING

The Bituminous Coal Division finds it necessary in the proper administration of the Bituminous Coal Act of 1937 (the Act) to determine whether or not Peewee Coal Company, registered distributor, Registration No. 7218, whose address is Bussey, Iowa, has violated the Act and regulations thereunder and particularly the rules and regulations for the registration of distributors, in any manner including, but not in limitation thereof, the following: the provisions of section 4 II (h) of the Act and the provisions of § 304.12 of the order prescribing due and reasonable maximum discounts and establishing rules and regulations for the registration of distributors and of the agreement executed by said distributor, pursuant to said section, in connection with transactions with the Roadside Coal Company, B. & B. Coal Company, B. & S. Coal Company, Fancy Lump Coal Company, M. K. & K. Coal Company, New Deal Coal Company, James Lennie, P. & K. Coal Company, Harry Teague, and F. & B. Coal Company.

It is ordered, That a hearing pursuant to § 304.14 of the Rules and Regulations For the Registration of Distributors, to determine whether the registration of said distributor should be revoked or suspended, be held on April 8, 1941, at 10 a. m. at a hearing room of the Bituminous Coal Division at the U. S. District Court, Des Moines, Iowa.

It is further ordered, That W. A. Shipman or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit to the Director proposed findings of fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said defendant, and to all other parties herein and to all persons and entities having an interest in such proceedings.

Notice is hereby given that answer to the charges alleged herein must be filed with the Bituminous Coal Division at its Washington Office or with any one of the statistical bureaus of the Division, within ten (10) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the alleged charges and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified that the hearing in the above entitled matter and orders entered therein may concern, in addition to the matters specifically alleged herein, other matters incidental and related thereto, whether raised by amendment, petition for intervention,

[1] Not filed as part of the original document.

or otherwise, and all persons are cautioned to be guided accordingly.

Dated: March 7, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1757; Filed, March 10, 1941; 11:35 a. m.]

[Docket Nos. A-16, A-19, A-52, A-60, A-106, A-124, A-131, A-135, A-177, A-189, and A-272]

PETITIONS OF MAJOR COAL COMPANY, ET AL.; SONMAN MINING COMPANY; MARYLAND UNION COAL CORPORATION; RILEY DOVENBARGER, ET AL., (COAL OPERATORS OF NOBLE COUNTY, OHIO); THE BIG 4 COAL COMPANY; R. G. P. COAL COMPANY (R. P. GIAVINA); GLEN SMALL, ET AL.; JONES, BRAWLEY AND SANDERS; J. D. TOWER; GAHAGEN COAL COMPANY; AND FRANK SHAFER

ORDER OF DISMISSAL

Petitions seeking relief under Section 4 II (d) of the Bituminous Coal Act of 1937 were filed with the Division by the above-named parties and docketed as above designated.

On February 6, 1941 an Order was entered in said dockets requiring the petitioners therein to show why their petitions should not be dismissed at a hearing in Washington, D. C., on February 28, 1941 at 10 a. m. Due notice of the entry of said Order was given to each of the petitioners.

None of said petitioners appeared or offered to show such cause on the occasion of said hearing and it appears that they have no further interest in the subject proceedings; therefore

It is hereby ordered, That the above-designated petitions and each of them be and the same are hereby dismissed and said dockets closed, without prejudice.

Dated: March 8, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1762; Filed, March 10, 1941; 11:36 a. m.]

[Docket Nos. A-137, A-208, A-251]

PETITIONS OF DISTRICT BOARD 14 FOR THE ESTABLISHMENT OF PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES NOT HERETOFORE CLASSIFIED AND PRICED AND FOR THE REVISION OF CERTAIN PRICE CLASSIFICATIONS AND MINIMUM PRICES FOR THE COALS OF CERTAIN MINES HERETOFORE CLASSIFIED AND PRICED, PURSUANT TO SECTION 4 II (d) OF THE BITUMINOUS COAL ACT OF 1937

NOTICE OF POSTPONEMENT OF HEARING

Good cause appearing therefor,

It is ordered, That the hearing in the above-entitled matters scheduled to be held on March 10, 1941, be, and it hereby is, postponed until 10 o'clock in the forenoon on March 28, 1941, in a hearing room of the Bituminous Coal Division to be designated by the Chief of the Records Section, Room 502, 734 Fifteenth Street NW., Washington, D. C.

Dated: March 8, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1758; Filed, March 10, 1941; 11:35 a. m.]

[Docket No. 1588-FD]

IN THE MATTER OF TAYLOR-ENGLISH COAL COMPANY, REGISTERED DISTRIBUTOR, REGISTRATION NO. 8937, DEFENDANT

NOTICE OF AND ORDER FOR HEARING

The Bituminous Coal Division finds it necessary in the proper administration of the Bituminous Coal Act of 1937 (the Act) to determine whether Taylor-English Coal Company, registered distributor, Registration No. 8937, whose address is Danville, Illinois, has violated the Act and regulations thereunder and particularly the Rules and Regulations for the Registration of Distributors in any manner including, but not in limitation thereof, the following: the provisions of section 4 II (h) of the Act and the provisions of § 304.12 of the order prescribing due and reasonable maximum discounts and establishing rules and regulations for the registration of distributors and of the agreement executed by said distributor pursuant to order of the National Bituminous Coal Commission dated March 24, 1939, in Docket No. 12, in connection with its purchase of coal from Ralph E. Lomax, R. R. #1, Catlin, Illinois; L. & S. Coal Co., R. R. #4, Danville, Illinois; F. W. Pierce, 1415 Robinson St., Danville, Illinois; Perry Bales, R. R. #1, Danville, Illinois; Collins Coal Co. (Noble Collins), R. R. #1, Danville, Illinois; and possibly others, which coal was purchased and hauled from the mines to railroad ramps at Catlin and Tilton, Illinois, in trucks owned by said distributor, and was resold by it.

It is ordered, That a hearing pursuant to § 304.14 of the Rules and Regulations for the Registration of Distributors, to determine whether the registration of said distributor should be revoked or suspended, be held on April 17, 1941, at 10 a. m. at a hearing room of the Bituminous Coal Division at the County Court House, Danville, Illinois.

It is further ordered, That W. A. Shipman or any other officer or officers of the Bituminous Coal Division designated by the Director thereof for that purpose shall preside at the hearing in such matter. The officer so designated to preside at such hearing is hereby authorized to conduct said hearing, to administer oaths and affirmations, examine witnesses, subpoena witnesses, compel their attendance, take evidence, require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, to continue said hearing from time to time, and to such places as he may direct by announcement at said hearing or any adjourned hearing or by subsequent notice, and to prepare and submit to the Director proposed findings of Fact and conclusions and the recommendation of an appropriate order in the premises, and to perform all other duties in connection therewith authorized by law.

Notice of such hearing is hereby given to said defendant, and to all other parties herein and to all persons and entities having an interest in such proceedings.

Notice is hereby given that answer to the charges alleged herein must be filed with the Bituminous Coal Division at its Washington Office or with any one of the statistical bureaus of the Division, within ten (10) days after date of service thereof on the defendant; and that any defendant failing to file an answer within such period, unless the Director or the presiding officer shall otherwise order, shall be deemed to have admitted the alleged charges and to have consented to the entry of an appropriate order on the basis of the facts alleged.

All persons are hereby notified that the hearing in the above entitled matter and orders entered therein may concern, in addition to the matters specifically alleged herein, other matters incidental and related thereto, whether raised by amendment, petition for intervention, or otherwise, and all persons are cautioned to be guided accordingly.

Dated: March 8, 1941.

[SEAL] H. A. GRAY,
Director.

[F. R. Doc. 41-1756; Filed, March 10, 1941; 11:35 a. m.]

Bureau of Reclamation.

GRAND VALLEY PROJECT, COLORADO

FIRST FORM RECLAMATION WITHDRAWAL

FEBRUARY 8, 1941.

THE SECRETARY OF THE INTERIOR:

SIR: In accordance with the authority vested in you by the Act of June 28, 1934 (48 Stat. 1269), as amended, it is recommended that departmental order of October 12, 1940 establishing Grazing District No. 7, Colorado, be revoked in so far as the following described land is affected, and the said land be withdrawn from public entry under the first form withdrawal, as provided in Section 3, Act of June 17, 1902 (32 Stat. 388).

GRAND VALLEY PROJECT, COLORADO

Sixth Principal Meridian

T. 12 S., R. 100 W., Sec. 19 All.

Respectfully,

JOHN C. PAGE,
Commissioner.

I concur February 12, 1941.

JULIAN TERRETT,
Acting Director, Grazing Service.

I concur February 18, 1941.

FRED W. JOHNSON,
Commissioner of the General Land Office.

The foregoing recommendation is hereby approved, as recommended, and the Commissioner of the General Land Office will cause the records of his office and the local land office to be noted accordingly.

February 24, 1941.

A. J. WIRTZ,
Under Secretary of the Interior.

[F. R. Doc. 41-1752; Filed, March 10, 1941; 9:46 a. m.]

PALOUSE PROJECT AREA COLUMBIA BASIN PROJECT, WASHINGTON

ADVERTISEMENT OF LANDS FOR LEASE

MARCH 3, 1941.

1. Sealed proposals[1] will be received at the office of the Bureau of Reclamation, Washington, D. C., until 2 o'clock, P. M., March 24, 1941, for the lease for grazing purposes of all or any tract or tracts of the land shown on the accompanying list.

2. The land will be leased only for the period January 1, 1941, to December 31, 1941, with no option to renew.

3. The bidder shall state in the proposal (a) the legal description of such subdivisions or tracts which he proposes to lease, (b) the area in acres, and (c) the total annual rental price he proposes to pay. The bidder may make such stipulations as he may desire regarding combinations of tracts he is willing to accept.

4. Bids must be accompanied by a payment in full. Funds so remitted by unsuccessful bidders will be returned on making of award. All remittances should be in the form of certified check, bank draft, or money order, drawn in favor of the "Treasurer of the United States".

5. Those desiring to bid should first consult a copy of lease form 7-523-A-G, on file at the office of the Superintendent, of the Yakima project, at Yakima, Washington, and the Supervising Engineer, Coulee Dam, Washington, which lease must be promptly executed by successful bidders before possession of land is given, and which describes various rights reserved by the United States, and other details not herein enumerated, to which the lessee must agree.

6. In case of error in the extension of prices in the bid, the unit prices will govern.

7. Envelopes containing bids must be sealed, marked and addressed as follows: Bid for Lease of Land (Palouse Project Area), Columbia Basin Project, Washington, to be opened at 2 P. M., Eastern Standard Time, March 24, 1941.

Bureau of Reclamation,
Washington, D. C.

H. W. BASHORE,
Acting Commissioner.

[1] Proposal blank filed as part of the original document.

PALOUSE PROJECT AREA, COLUMBIA BASIN PROJECT, WASHINGTON

Willamette Meridian

Description	*Area in acres*
T. 9 N., R. 29 E.	
Sec. 2—S½SE¼	80
Sec. 4—N½ and SW¼	480
Sec. 8—NE¼	160
Sec. 12—NE¼	160
Sec. 14—S½NE¼ and SW¼	240
T. 10 N., R. 29 E.	
Sec. 18—N½	320
Sec. 20—NE¼NE¼, S½NE¼ and N½SE¼	200
Sec. 22—S½NE¼, SE¼NW¼ and NE¼SE¼	160
Sec. 26—SW¼ and E½SE¼	240
T. 11 N., R. 29 E.	
Sec. 28—NE¼	160
T. 9 N., R. 30 E.	
Sec. 2—N½SW¼	80
Sec. 4—NE¼ and S½NW¼	240
Sec. 6—NE¼ and NW¼NW¼	200
Sec. 10—NE¼	160
Sec. 12—SW¼	160
Sec. 14—S½	320
Sec 24—W½NE¼	80
T. 10 N., R. 30 E.	
Sec. 4—W½W½	160
Sec. 6—NW¼NW¼ and E½W½	200
Sec. 8—W½ and SE¼	480
Sec. 10—SW¼	160
Sec. 12—SE¼	160
Sec. 18—S½	320
Sec. 24—W½NW¼	80
Sec. 30—N½NE¼, SE¼NE¼, NE¼NW¼ and SE¼	320
Sec. 32—NW¼	160
Sec. 34—E½NW¼	80
T. 11 N., R. 30 E.	
Sec. 34—S½SW¼ and SW¼SE¼	120
T. 12 N., R. 30 E.	
Sec. 12—SE¼NW¼	40
T. 14 N., R 30 E.	
Sec. 2—SW¼	160
Sec. 6—S½	320
Sec. 8—S½NW¼ and W½SW¼	160
Sec. 10—NE¼, W½SW¼ and E½SE¼	320
Sec. 14—S½NE¼, NW¼NW¼, W½SW¼ and E½SE¼	280
Sec. 24—W½NW¼, SW¼SW¼, E½SW¼ and W½SE¼	280

[F. R. Doc. 41-1751; Filed, March 10, 1941; 9:46 a. m.]

DEPARTMENT OF AGRICULTURE.

Agricultural Adjustment Administration.

[NER-500-A]

SPECIAL 1941 AGRICULTURAL CONSERVATION PROGRAMS FOR THE NORTHEAST REGION

CONTENTS

Payments will be made for participation in the Belknap and Coos Counties, New Hampshire, Windham and New London Counties, Connecticut, York County, Maine, Suffolk and Nassau Counties, New York, and Gloucester County, New Jersey, Special 1941 Agricultural Conservation Programs (hereinafter referred to as the 1941 Program) in accordance with the provisions of this bulletin and such modifications thereto as may hereafter be made. The 1941 program year in Belknap and Coos Counties, New Hampshire, and Windham and New London Counties, Connecticut, begins October 1, 1940, and ends September 30, 1941. In Suffolk and Nassau Counties, New York, and York County, Maine, the program year for 1941 begins October 1, 1940, and ends August 31, 1941. The 1941 program year begins November 1, 1940, and ends October 31, 1941, in Gloucester County, New Jersey. The provisions of ACP-1941 are not applicable in these counties.

SEC. I. *Allotments, yields, payments, and deductions.* County acreage allotments will be determined by the Agricultural Adjustment Administration, with the assistance of the State committee, in accordance with the provisions contained herein. Farm acreage allotments, usual acreages, and farm program yields shall be determined, by the county committee, with the assistance of other local committees in the county, in accordance with the provisions contained herein and in accordance with instructions issued by the Agricultural Adjustment Administration.

A. *Potatoes*—1. *National goal.* The 1941 national goal for potatoes is 3,100,000 to 3,300,000 acres.

2. *National and State acreage allotments.* The national and State potato acreage allotments will be established by the Secretary.

3. *County acreage allotments.* County acreage allotments of potatoes shall be determined by distributing the State acreage allotment of potatoes among the counties in the State on the basis of the acreage allotments determined under the 1940 Program, or, on the basis of the average acreage devoted to potatoes during the five years 1935 to 1939, taking into consideration trends in acreage on commercial potato farms and the acreage of potatoes on non-commercial potato farms.

4. *Farm acreage allotments.* A potato acreage allotment shall be determined for each farm for which the normal acreage of potatoes is determined to be three acres or more. Potato acreage allotments shall be determined on the basis of the acreage of potatoes customarily grown on the farm, as reflected in the average acreage during two or more of the years 1936 to 1940, production facilities, good soil management, tillable acreage on the farm, type of soil, and topography. Potato acreage allotments may be determined for farms on which

potatoes will be produced in 1941 for the first time since 1936 on the basis of the potato-producing experience of the operator and such of the foregoing factors as are applicable. The potato acreage allotment for any farm shall compare with the potato acreage allotments for other farms in the same community which are similar with respect to such factors. The potato allotments determined for farms in a county shall not exceed their proportionate share of the county potato allotment.

5. *Program yields.* For each farm for which a potato allotment is determined or a deduction is computed, a program yield of potatoes shall be determined on the basis of the yields of potatoes made on the farm, with due consideration for type of soil, production practices, and the general fertility of the land. The weighted average yield for all farms in any county shall not exceed the county yield established by the Secretary.

6. *Acreage planted to potatoes* means the acreage of land on which potatoes are planted, except (1) when grown in home gardens for use on the farm and (2) that all or any part of any potato acreage totally destroyed by flood, insects, or any other cause beyond the control of the operator, which is later replaced by other acreage planted to potatoes on the farm, may be considered as not having been planted.

7. *Payment.* 2.3 cents per bushel of the program yield of potatoes for the farm for each acre in its potato allotment, or if the acreage planted to potatoes is less than 80 percent of the farm's potato allotment, for an acreage equal to 125 percent of the acreage planted to potatoes unless the county committee finds that the acreage planted to potatoes is less than 80 percent of such allotment because of flood or drought.

8. *Deductions.* a. 30 cents per bushel of the program yield for the farm for each acre planted to potatoes in excess of the larger of its potato allotment or three acres.

b. $30 in Nassau and Suffolk Counties for each acre by which the acreage used in 1941 for the production of grasses or legumes sown in 1939, 1940, and 1941, or used for green manure crops throughout the 1941 crop year, is less than 6.4 percent of the potato allotment for the farm.

B. *Commercial vegetables in Windham and New London Counties, Connecticut, York County, Maine, Nassau and Suffolk Counties, New York, and Gloucester County, New Jersey*—1. *Farm acreage allotments.* In Windham, New London, York, and Gloucester Counties, commercial vegetable acreage allotments shall be determined for each farm for which the normal acreage of commercial vegetables is determined to be three acres or more. In Nassau and Suffolk Counties, a commercial vegetable acreage allotment shall be determined for each farm for which the normal acreage of commercial vegetables on land on which potatoes are not also grown during the same crop year is determined to be three acres or more. No vegetable acreage allotment shall be determined which is less than three acres.

The commercial vegetable acreage allotment shall be determined on the basis of the acreage of such vegetables grown on the farm in two or more of the years 1936 to 1940, inclusive, with adjustments for abnormal weather conditions, the tillable acreage on the farm, type of soil, production facilities, crop rotation practices, and changes in farming practices.

The sum of the commercial vegetable allotments determined for all farms in the county, including farms on which vegetables were not grown in the period 1936 to 1940, shall not exceed the sum of the average annual acreages of land planted to commercial vegetables in 1936 and 1937 on all farms in the county on which the average acreage of land planted to commercial vegetables in 1936 and 1937 was three acres or more, and on other farms on which vegetable allotments are determined in 1941, except that fair and reasonable adjustments in such acreage may be made by the State committee among commercial vegetable counties in the State on the basis of shifts in commercial vegetable production.

In counties for which the 1936–1937 average acreage is not available, the sum of the allotments shall not exceed an acreage approved by the Agricultural Adjustment Administration which is comparable with the allotments for similar counties for which such data are available.

2. *Usual acreage of commercial vegetables with potatoes in Nassau and Suffolk Counties, New York.* A usual acreage of commercial vegetables with potatoes will also be determined for each farm in these counties for which a potato allotment is determined or on which potatoes are planted in 1941. This usual acreage of commercial vegetables with potatoes may be zero. The usual acreage of commercial vegetables with potatoes shall be determined on the basis of the average acreage of commercial vegetables planted on land on which potatoes are also planted in the same crop year for two or more of the years 1936 to 1940, inclusive. In determining these usual acreages, adjustments shall be made for abnormal weather conditions. The tillable acreage on the farm, type of soil, production facilities, crop rotation practices, and changes in farming practices shall also be taken into consideration. The sum of the usual acreages of commercial vegetables with potatoes determined for such farms in the county shall not exceed the sum of the average annual acreages of land planted in 1936 and 1937 to commercial vegetables and also planted to potatoes in the same crop year.

3. *Commercial vegetables* means the planted acreage of annual vegetables or truck crops and the harvested acreage of perennial vegetables, of which any portion of the production is sold to persons not living on the farm, except (1) such crops grown in home gardens for use on the farm; (2) potatoes; (3) vegetables for processing in York County, Maine; (4) dried beans, cowpeas, black-eyed peas, bulbs and flowers, and watermelons; and (5) sweetpotatoes, strawberries, and cantaloupes, except in Gloucester County, New Jersey: *Provided*, That all or any part of any vegetable acreage totally destroyed by flood, freeze, insects, or any other cause beyond the control of the operator, which is later replaced by other acreage planted to vegetables on the farm, may be considered as not having been planted.

4. *Payment.* $1.30 in York, Windham, and New London Counties, and $1.50 in Nassau and Suffolk Counties, for each acre in the commercial vegetable allotment determined for the farm, or, if the acreage of annual commercial vegetables planted and the acreage of perennial commercial vegetables harvested is less than 80 percent of the farm's commercial vegetable allotment, for an acreage equal to 125 percent of the acreage of commercial vegetables unless the county committee finds that the acreage of commercial vegetables is less than 80 percent of such allotment because of flood or drought.

5. *Deduction.* a. In all counties $20.00 per acre of land devoted to commercial vegetables in excess of the larger of the commercial vegetable allotment determined for the farm or three acres.

b. $20.00 per acre of land in Suffolk and Nassau Counties planted to commercial vegetables and also planted to potatoes in the 1941 crop year in excess of the usual acreage of commercial vegetables with potatoes.

c. *Wheat in Nassau, Suffolk and Gloucester Counties*—1. *National goal.* The 1941 national goal for wheat is 60 million to 65 million acres.

2. *State allotments.* The State wheat allotments are as follows: Maine, 4,283 acres; New Jersey, 54,455 acres; New York, 239,496 acres; Pennsylvania, 850,089 acres.

3. *County acreage allotments.* County wheat acreage allotments shall be determined by distributing the State wheat allotment among the counties in such State pro rata on the basis of the acreage seeded for the production of wheat plus the acreage diverted under agricultural adjustment or conservation programs in such counties during the ten years 1930 to 1939, with appropriate adjustments for abnormal weather conditions and trends in acreage.

4. *Farm acreage alloiments.* Farm wheat acreage allotments shall be determined for farms on which wheat has been planted for harvest in one or more of the years 1938, 1939, and 1940, on the basis of tillable acreage and crop rotation practices, as reflected in the usual acreages of wheat on the farms, with adjustments of not to exceed 25 percent on account of the type of soil and topography. The usual acreage shall be the average annual acreage of wheat seeded for harvest plus the acreage diverted from the production of wheat

under agricultural adjustment and conservation programs during three or more consecutive years of the period 1935–1940. Years in which the acreage seeded to wheat (a) was abnormally low due to extreme flood or drought, (b) is not typical of the farm for 1941 due to customary crop rotation practices, a change in such practices, or a change in the acreage of cropland on the farm, or (c) was abnormally high due to failure of crops other than wheat, shall be eliminated in determining the usual acreage. If all the years of the period are either thus eliminated or eliminated for lack of data, the usual acreage shall be appraised by comparing the farm with other farms in the community or county which are similar with respect to crop rotation practices, tillable acres, type of soil and topography, and for which usual acreages have been determined, or by the ratio of wheat acreage to cropland in the community or in the county. For those farms for which the usual acreages used in determining 1940 farm wheat allotments satisfy the foregoing conditions, the 1940 usual wheat acreages may be used in determining 1941 wheat allotments. The county allotment of wheat, less appropriate reserves, shall be apportioned on the basis of the usual acreages so determined.

Not more than 3 percent of the county wheat allotment shall be apportioned to farms in a county on which wheat will be seeded for harvest in 1941 but on which wheat was not seeded for harvest in any one of the three years 1938, 1939, and 1940, on the basis of tillable acreage, crop rotation practices, type of soil, and topography. If the acreage seeded to wheat for harvest in 1941 on any such farm is less than the 1941 wheat allotment, the allotment shall be reduced to the acreage seeded to wheat.

The wheat allotment for any farm shall compare with the wheat allotments determined for other farms in the same community which are similar with respect to the foregoing factors and the wheat allotments determined for farms in a county shall not exceed their proportionate share of the county wheat allotment.

5. *Usual acreage of wheat.* Usual acreages of wheat shall be determined for all non-wheat-allotment farms on which the normal acreage of wheat harvested as grain, or for any other purpose after reaching maturity, is more than ten acres. The usual acreage of wheat shall be determined on the basis of the past acreage with due allowance for diversion under previous programs, the effects of abnormal weather conditions, tillable acreage, crop rotation practices, type of soil, and topography. The sum of the usual wheat acreages determined for such farms in a county shall not exceed the sum of the average acreages of wheat harvested for grain, or for any other purpose after reaching maturity, on such farms in the two years 1937 and 1938.

6. *Program yields.* For each farm for which a wheat allotment is determined or a deduction is computed, a program yield shall be determined as follows:

a. Where reliable records of the actual average yields per acre of wheat for the ten years 1930 to 1939 are presented by the farmer or are available to the committee, the program yield for the farm shall be the average of such yields adjusted for trends and abnormal weather conditions.

b. If for any year of such ten-year period reliable records of the actual average yield are not available or there was no actual yield on the farm in such year, the program yield for the farm shall be the yield which, on the basis of all available facts, including the yield for years for which data are available, weather conditions, type of soil, drainage, production practices, and general fertility of the land, the county committee determines to be the yield which was or could reasonably have been expected on the farm for such ten-year period.

c. The yields determined under subdivision b of this subparagraph 6 shall be adjusted so that the weighted average of the program yields for all farms in the county shall not exceed the county yield established by the Secretary.

7. *Non-wheat-allotment farm* means (a) a farm for which no wheat allotment is determined or (b) a farm for which a wheat allotment is determined and the county committee approves, in accordance with instructions issued by the Agricultural Adjustment Administration, the classification of such farm for the purposes of the 1941 Program as a non-wheat-allotment farm.

8. *Acreage planted to wheat* means (a) any acreage of land devoted to seeded wheat (except when such crop is seeded in a mixture), (b) any acreage of land which is seeded to a mixture containing wheat designated under (a) above but on which the crops other than wheat fail to reach maturity and the wheat reaches maturity.

9. *Payment.* (Wheat-allotment farms) 8 cents per bushel of the program yield of wheat for the farm for each acre in its wheat allotment, or if the acreage planted to wheat is less than 80 percent of the farm's wheat allotment, for an acreage equal to 125 percent of the acreage of wheat unless the county committee finds that the acreage of wheat is less than 80 percent of such allotment because of flood or drought.

10. *Deduction.* a. (Wheat - allotment farms) 50 cents per bushel of the program yield for the farm for each acre planted to wheat in excess of its wheat allotment. .

b. (Non-wheat-allotment farms) 50 cents per bushel of the program yield for the farm for each acre of wheat harvested for grain or for any other purpose after reaching maturity in excess of the usual acreage of wheat for the farm or 10 acres, whichever is larger.

D. *Miscellaneous*—1. *Correction of errors.* Notwithstanding any other provision of this section, where the Agricultural Adjustment Administration finds that an error in a county or State office resulted in an allotment or yield for a farm which is substantially less than that which would otherwise have been determined, the correction of such allotment or yield may be authorized without requiring a redetermination of other farm allotments or yields in the county, unless such error has resulted in farm allotments or yields for other farms in the county which are substantially higher than they otherwise would have been.

2. *Required acreage of erosion-resisting crops in Gloucester County, New Jersey.* A deduction of $5.00 shall be made for each acre by which the acreage of erosion-resisting crops and land uses on the farm is less than the required acreage of such crops and land uses. Such deduction shall be made only for the farms on which a potato or wheat allotment is determined. The required acreage of erosion-resisting crops and land uses shall be 30 percent of the cropland on the farm. Erosion-resisting crops and land uses may include only cropland which is devoted in the program year to one or more of the following crops or uses: Biennial or perennial legumes, perennial grasses, ryegrass, green manure crops, cowpeas, winter legumes, soybeans from which seed are not harvested by mechanical means, sweet clover, fall-seeded small grains used as green manure or cover crops, forest trees, land on which approved terraces are constructed and no soil-depleting crop is grown.

Such acreages may be planted on land from which a soil-depleting crop is harvested under the 1941 Program, but acreages of these crops interplanted with soil-depleting row crops shall not be counted.

SEC. II. *Soil-building goals, payments, and practices*—A. *National goal.* The national goal is the conservation of farm land, the restoration, insofar as practicable, of a permanent vegetative cover on land not needed for or unsuited to the continued production of cultivated crops, and the carrying-out of soil-building practices that will conserve and improve soil fertility and prevent wind and water erosion.

B. *County goals.* County goals may be established for particular soil-building practices which are most needed in the county in order to conserve and improve soil fertility and to prevent wind and water erosion. The county committee, with the approval of the State committee, may designate those practices which will be approved for payment in the county in order that the soil-building allowance will be used most effectively to bring about added conservation and to secure the carrying out of soil-building

practices most needed on farms in the county.

The county committee, with the approval of the State committee, may specify for any group of farms in the county a proportion of the soil-building allowance which may be earned only by carrying out designated soil-building practices which are most needed and are not routine.

C. *Farm goals.* Insofar as practicable, the county committee shall determine for individual farms practices to be carried out which are not routine farming practices on the farm, but which are needed on the farm in order to conserve and improve soil fertility and prevent wind and water erosion and which will tend to accomplish the goals established for the county with respect to particular soil-building practices.

D. *Soil-building allowance.* The soil-building allowance which is the maximum payment that will be computed for carrying out soil-building practices, shall be the sum of the following: *Provided,* That for any farm with respect to which the sum of the maximum payments computed under section I and subparagraphs 1 to 4, inclusive, of this paragraph D is less than $20.00, the amount determined under this paragraph D shall be increased by the amount of the difference.

1. $1.80 per acre of commercial orchards on the farm.

2. 40 cents in Coos, Belknap, Nassau, Suffolk, and Gloucester Counties, 10 cents in York County, and 20 cents in Windham and New London Counties, per acre of fenced noncrop open pasture land in excess of one-half of the number of acres of cropland in the farm which is capable of maintaining during the normal pasture season at least one animal unit for each 5 acres of such pasture land.

3. 70 cents per acre of cropland in excess of the potato and wheat acreage with respect to which payments are computed.

4. In Gloucester County, $1.30 per acre of the commercial vegetable allotment determined for the farm.

E. *Reforestation allowance.* $15.00, except in Coos and Belknap Counties, New Hampshire, may be earned by planting forest trees in accordance with instructions issued for the State by the Agricultural Adjustment Administration.

F. *Pasture improvement allowance*—1. *Belknap and Coos Counties, New Hampshire.* Each farm on which there are at least four bovine animal units may be furnished sufficient ground limestone and superphosphate for each bovine animal unit on the farm to improve one-tenth acre of open pasture land at the rate of 2,000 pounds of ground limestone and 500 pounds of 20% superphosphate per acre.

2. *Winham and New London Counties, Connecticut.* Each farm on which there are at least five bovine animal units may be furnished triple superphosphate or its equivalent and ground limestone in accordance with the following schedule for improving open pasture land at the rate of 2,000 pounds of ground limestone and 200 pounds of triple superphosphate or its equivalent per acre.

Animal units	Pasture improvement allowance	
	Triple superphosphate	Limestone
	Pounds	*Pounds*
5 to 9, inclusive	100	1,000
10 to 14, inclusive	200	2,000
15 to 19, inclusive	300	3,000
20 to 24, inclusive	400	4,000
25 to 29, inclusive, etc.	500	5,000

3. *York County, Maine.* Each farm on which there are at least 5 bovine animal units may be furnished 20% superphosphate and ground limestone in accordance with the following schedule for improving open pasture land at the rate of 2,000 pounds of ground limestone and 400 pounds of 20% superphosphate per acre.

Animal units	Pasture improvement allowance	
	20 percent superphosphate	Limestone
	Pounds	*Pounds*
5 to 9, inclusive	200	1,000
10 to 14, inclusive	400	2,000
15 to 19, inclusive	600	3,000
20 to 24, inclusive	800	4,000
25 to 29, inclusive, etc.	1,000	5,000

4. For the purpose of this pasture improvement allowance, any dairy or beef animal that has reached the age of two and one-half years or has freshened shall be considered one bovine animal unit. Any dairy or beef animal younger than this but over six months of age shall be considered as one-half a bovine animal unit.

Open pasture land improved under this allowance must be approved in advance by the county committee and must be properly cleared of brush.

5. In order to qualify for the material under the pasture improvement allowance, it is necessary for a farmer to apply an amount of liming material and superphosphate which he purchases himself or obtains under the regular soil-building allowance equal to the amount furnished under the pasture improvement allowance to an equal acreage of other pasture land. If he does not do this the cost of the material furnished under the pasture improvement allowance will be deducted from any other payment otherwise earned on the farm. If any of the material furnished under the pasture improvement allowance is disposed of or used for purposes other than carrying out approved soil-building practices, twice the cost of the material will be deducted from any payment otherwise earned on the farm.

G. *Deduction for failure to maintain practices under previous programs.* Where the county committee, in accordance with instructions of the State committee, determines that (1) terraces constructed, forest trees planted, or pastures established under previous agricultural conservation programs are not maintained in accordance with good farming practices, (2) seedings of perennial legumes or grasses are destroyed after producers have been informed that the destruction of such legumes or grasses is contrary to good farming practice, or (3) the effectiveness of any soil-building practice carried out under a previous program is destroyed in 1941 contrary to good farming practice, there shall be deducted from payments which would otherwise be made with respect to the farm an amount equal to the payment which would be made under the 1941 Program for a similar amount of such practices.

H. *Soil-building practices.* The numbers listed opposite the names of the counties in the following schedule indicate paragraphs of section 2 (f) in ACP–1941 which contain practices approved by the county committee and which qualify for payment at not more than the rates indicated in ACP–1941 when such practices are carried out during the program year as specified in instructions issued by the Agricultural Adjustment Administration for the State in which the counties are located:

Belknap and Coos Counties: 1 (i), 1 (ii), 1 (iii), 3 (ii), 4, 6, 11, 15, 17, 18, 21, 25, 31, 33, 41, 42, 44, and 48.

Windham and New London Counties: 1 (i), 1 (ii), 1 (iii), 3 (ii), 4, 6, 17, 18, 21, 31, 41, 42, 44, and 48.

York County: 1 (i), 1 (ii), 1 (iii), 3 (ii), 4, 6, 17, 18, 21, 22, 31, 33, 36, 38, 41, 42, 44, and 48.

Suffolk and Nassau Counties: 1 (i), 1 (ii), 1 (iii), 3 (ii), 4, 6, 15, 17, 18, 21, 26, 31, 41, 42, 44, 47, and 48.

Gloucester County: 1 (i), 1 (ii), 1 (iii), 3 (ii), 4, 6, 7, 15, 17, 18, 21, 22, 27, 31, 33, 38, 41, 42, 48, 51, and 52.

Farmers in Gloucester County, New Jersey, may earn the commercial vegetable allotment item of their soil-building allowance by the use of the following additional practice:

Practice No. 24—Annual system of green manure crops, rate of payment: $20 per acre. Devoting cropland to a system of green manure crops which is approved by the county committee and which is carried out during the entire 1941 crop growing season, including the seeding of a cover crop and leaving it on the land for the winter of 1941–42.

No payment will be made for practices contained in paragraphs 17, 18, or seeding annual ryegrass under paragraph 7 of section 2 (f) of ACF–1941 when carried out on the same land for which payment is made for this practice.

If one-half or more of the total cost of carrying out any practice is represented by labor, seed, trees, or other materials furnished by any State or Federal agency other than the Agricultural Adjustment Administration, no payment will be made

for such practice. If less than one-half of the total cost of carrying out any practice is represented by such items, payment shall be made for one-half of such practice. Labor, seed, trees, and materials furnished to a State or political subdivision of a State or an agency thereof by an agency of the same State shall not be deemed to have been furnished by "any State . . . agency" within the meaning of this paragraph.

Trees purchased from a Clark-McNary Cooperative State Nursery shall not be deemed to have been paid for in whole or in part by a State or Federal agency.

SEC. III. *Division of payments and deductions*—A. *Payments and deductions in connection with commercial vegetables, potatoes, and wheat.* 1. The net payment or net deduction computed for any farm with respect to commercial vegetables, wheat, and potatoes shall be divided among the landlords, tenants, and sharecroppers in the same proportion (expressed in percentages) that such persons are determined by the county committee to be entitled, as of the time of harvest, to share in the proceeds (other than a fixed commodity payment) of such crop grown on the farm in 1941. Such determination shall be made at the time the county committee approves the application for payment: *Provided,* That if any such crop is not grown on the farm in 1941 or the acreage of such crop is substantially reduced by flood, hail, drought, insects, or plantbed diseases, the net payment or net deduction computed for such crop shall be divided among the landlords, tenants, and sharecroppers in the proportion that the county committee determines such persons would have been entitled to share in the proceeds of such crop if the entire acreage in the acreage allotment for such crop had been planted and harvested in 1941.

2. The deductions with respect to insufficient acreage of erosion-resisting crops in Gloucester County and insufficient acreage of grasses or legumes in Nassau and Suffolk Counties shall be regarded as pro rata deductions with respect to the payments computed in connection with commercial vegetable, potato, and wheat acreage allotments. The deduction for failure to maintain soil-building practices carried out under previous programs shall be divided among the persons who the county committee determines were responsible for the failure to maintain the practices in the proportion that the county committee finds such persons were responsible.

B. *Payments in connection with soil-building practices.* The amount of the net payment earned in carrying out soil-building practices shall be paid to the landlord, tenant, or sharecropper who carried out the practices. If more than one such person contributed to the carrying-out of soil-building practices on the farm under the 1941 program, the net payment shall be divided in the proportion that the county committee, subject to review by the State committee, determines such persons contributed to the carrying-out of such practices on the farm under such program.

In making this determination the county committee shall take into consideration the value of the labor, equipment, or material contributed by each person toward the carrying-out of each soil-building practice on a particular acreage, assuming that each person contributed equally unless it is established to the satisfaction of the county committee that their respective contributions thereto were not in equal proportion.

C. *Proration of net deductions.* If the sum of the net payments computed for all persons on a farm exceeds the sum of the net deductions computed for all persons on such farm, the sum of the net deductions computed for all persons on such farm shall be prorated among the persons on such farm for whom a net payment is computed, on the basis of such computed net payments. If the sum of the net deductions computed for all persons on a farm equals or exceeds the sum of the net payments computed for all persons on such farm, no payment will be made with respect to such farm and the amount of such net deductions in excess of the net payments shall be prorated among the persons on such farm for whom a net deduction is computed, on the basis of such computed net deductions.

SEC. IV. *Increase in small payments.* A. The total payment computed under sections I to III for any person with respect to any farm shall be increased as follows:

1. Any payment amounting to 71 cents or less shall be increased to $1.00;

2. Any payment amounting to more than 71 cents but less than $1.00 shall be increased by 40 percent;

3. Any payment amounting to $1.00 or more shall be increased in accordance with the following schedule:

Amount of payment computed	Increase in payment	Amount of payment computed	Increase in payment
$1.00 to $1.99	$0.40	$32.00 to $32.99	$10.40
$2.00 to $2.99	.80	$33.00 to $33.99	10.60
$3.00 to $3.99	1.20	$34.00 to $34.99	10.80
$4.00 to $4.99	1.60	$35.00 to $35.99	11.00
$5.00 to $5.99	2.00	$36.00 to $36.99	11.20
$6.00 to $6.99	2.40	$37.00 to $37.99	11.40
$7.00 to $7.99	2.80	$38.00 to $38.99	11.60
$8.00 to $8.99	3.20	$39.00 to $39.99	11.80
$9.00 to $9.99	3.60	$40.00 to $40.99	12.00
$10.00 to $10.99	4.00	$41.00 to $41.99	12.10
$11.00 to $11.99	4.40	$42.00 to $42.99	12.20
$12.00 to $12.99	4.80	$43.00 to $43.99	12.30
$13.00 to $13.99	5.20	$44.00 to $44.99	12.40
$14.00 to $14.99	5.60	$45.00 to $45.99	12.50
$15.00 to $15.99	6.00	$46.00 to $46.99	12.60
$16.00 to $16.99	6.40	$47.00 to $47.99	12.70
$17.00 to $17.99	6.80	$48.00 to $48.99	12.80
$18.00 to $18.99	7.20	$49.00 to $49.99	12.90
$19.00 to $19.99	7.60	$50.00 to $50.99	13.00
$20.00 to $20.99	8.00	$51.00 to $51.99	13.10
$21.00 to $21.99	8.20	$52.00 to $52.99	13.20
$22.00 to $22.99	8.40	$53.00 to $53.99	13.30
$23.00 to $23.99	8.60	$54.00 to $54.99	13.40
$24.00 to $24.99	8.80	$55.00 to $55.99	13.50
$25.00 to $25.99	9.00	$56.00 to $56.99	13.60
$26.00 to $26.99	9.20	$57.00 to $57.99	13.70
$27.00 to $27.99	9.40	$58.00 to $58.99	13.80
$28.00 to $28.99	9.60	$59.00 to $59.99	13.90
$29.00 to $29.99	9.80	$60.00 to $185.99	14.00
$30.00 to $30.99	10.00	$186.00 to $190.99	(1)
$31.00 to $31.99	10.20	$200.00 and over	(2)

[1] Increase to $200.00. [2] No increase.

SEC. V. *Payments limited to $10,000.* The total of all payments made in connection with programs for 1941 under section 8 of the Soil Conservation and Domestic Allotment Act to any individual, partnership, or estate with respect to farms located within a single State shall not exceed the sum of $10,000, prior to deduction for association expenses in the county or counties with respect to which the particular payments are made. The total of all payments made in connection with such programs to any person other than an individual, partnership, or estate with respect to farms, ranching units, and turpentine places in the United States (including Alaska, Hawaii, and Puerto Rico) shall not exceed the sum of $10,000, prior to deduction for association expenses in the county or counties with respect to which the particular payments are made.

All or any part of any payment which has been or otherwise would be made to any person under the 1941 Program may be withheld or required to be returned if he has adopted or participated in adopting any scheme or device, including the dissolution, reorganization, revival, formation, or use of any corporation, partnership, estate, trust, or any other means, which was designed to evade, or would have the effect of evading, the provisions of this section.

SEC. VI. *Deductions incurred on other farms*—A. *Other farms in the same county.* If the deductions computed under sections I and II with respect to any farm in a county exceed the payment for full performance on such farm computed under such sections, a person's share of the amount by which such deduction exceeds such payments shall be deducted from such person's share of the payment which would otherwise be made to him with respect to any other farm or farms in such county.

B. *Other farms in the State.* If the deductions computed under sections I and II for a person with respect to one or more farms in a county exceed the payments computed for such person on the other farms in such county, the amount of such excess deductions shall be deducted from the payments computed for such person with respect to any other farm or farms in the State if the State committee finds that the crops grown and practices adopted on the farm or farms with respect to which such deductions are computed substantially offset the contribution to the program made on such other farm or farms.

SEC. VII. *Deduction for association expenses.* There shall be deducted pro rata from the payments with respect to any farm all or such part as the Secretary may prescribe of the estimated administrative expenses incurred or to be incurred by the county agricultural conservation association in the county in which the farm is located.

SEC. VIII. *Conservation materials.* Wherever it is found practicable, limestone, superphosphate, trees, seeds, and other farming materials and terracing services may be furnished by the Agri-

cultural Adjustment Administration to be used in carrying out approved soil-building practices on the farm in lieu of payments.

Wherever such materials or services are furnished a deduction shall be made in an amount determined by the Agricultural Adjustment Administration on the basis approved by the Secretary. If the producer uses any such material in a manner which is not in substantial accord with the purpose for which such material was furnished, an additional deduction for the material misused equal to the amount of the original deduction for such material shall be made.

The deduction for materials or services shall be made from payment due the person who obtained the materials or services on the same or any other farm in the county. In the event the amount of the deduction for materials or services exceeds the amount of the payment for the producer subject to deduction, the amount of such difference will be deducted insofar as possible from payments computed for other persons on the farm with respect to which such materials or services were furnished. Any deficit shall be paid by the producer who obtained the material to the Secretary.

Notwithstanding any other provision herein for any farm (1) for which no deductions are applicable and (2) for which no application for payment is filed or if an application were filed the only net payment computed would be for the use of conservation materials, or services, the materials or services furnished shall be in lieu of any payments which might be computed for the farm.

SEC. IX. *General provisions relating to payments.* A. *Payment Restricted to Effectuation of Purposes of the Program.* 1. All or any part of any payment which otherwise would be made to any person under the 1941 Program may be withheld or required to be returned (a) if he adopts or has adopted any practice which tends to defeat any of the purposes of the 1941 or previous agricultural conservation programs, (b) if, by means of any corporation, partnership, estate, trust, or any other device, or in any manner whatsoever, he has offset, or has participated in offsetting, in whole or in part, the performance for which such payment is otherwise authorized, or (c) if, with respect to woodland owned or controlled by him, he adopts or has adopted any practice which is contrary to sound conservation practices.

Practices which tend to defeat the purposes of the 1941 Program and the amount of the payment which shall be withheld or required to be refunded in each such case shall include, but shall not be limited to, the following cases:

Practice and Amount To Be Withheld or Refunded

a. A landlord or operator, including the landlord of a cash or standing or fixed-rent tenant, either by oral or written lease, or by an oral or written agreement supplementary to such lease, requires by coercion or induces by subterfuge his tenant or sharecropper to agree to pay to such landlord or operator all or a portion of any Government payment which the tenant or sharecropper has received or is to receive for participating in the 1941 Agricultural Conservation Program: The entire payment which has been or otherwise would be made to such landlord or operator with respect to the farm.

b. A landlord or operator requires that his tenant or sharecropper pay, in addition to the customary rental, a sum of money, or any thing or service of value equivalent to all or a portion of the Government payment which may be, is being, or has been earned by the tenant or sharecropper: The entire payment which has been or otherwise would be made to the landlord or operator with respect to the farm.

c. A landlord or operator knowingly omits the names of one or more of his landlords, tenants, or sharecroppers on an application for payment form or other official document required to be filed in connection with the 1941 Agricultural Conservation Program, or knowingly shows incorrectly his or their acreage shares of a crop, or share of soil-building practices, or otherwise falsifies the record required therein to be submitted in respect to a particular farm, thereby intentionally depriving or attempting to deprive one or more landlords, tenants, or sharecroppers of payments to which they are entitled: The entire payment which has been or otherwise would be made to such landlord or operator with respect to the farm.

d. A landlord or operator requires his tenant or sharecropper to execute an assignment, ostensibly covering advances of money or supplies to make a current crop, but actually for a purpose not permitted by the assignment regulations: The entire payment which has been or otherwise would be made to such landlord or operator with respect to the farm.

e. A person complies with the provisions of the program on a farm or farms operated by him as an individual, but substantially offsets such performance by the farming operations of a partnership, association, estate, corporation, trust, or other business enterprise in which he has a financial interest and the policies of which he is in a position to control: All the payments which have been or otherwise would be made to a person who adopts such practices.

f. A partnership, association, estate, corporation, trust, or other business enterprise (in which a particular individual is interested) carried on its operations so as to qualify for payment, but one of the persons who is in position to control the operations or policies of such partnership, association, estate, corporation, trust, or other business enterprise substantially offsets such performance by such person's individual operations: The individual's payments shall be forfeited and the payments to the partnership, association, estate, corporation, trust, or other business enterprise shall be reduced by the amount which the State committee finds or estimates is commensurate with his interest in such enterprise.

g. A person operates farms in two or more States and substantially offsets his performance in one State by overplanting his farm in another State: The net amount of the deduction which would be computed for the person for such overplanting if the farms were in the same State.

h. A person rents land for cash, standing or fixed rent to another person who he knows or has good reason to believe will offset such person's performance by substantially overplanting the acreage allotment for the farm which includes such rented land: The net amount of the deduction which would be computed if the person were entitled to receive all the crops produced on the rented land.

i. A person participates in the production of a crop on a farm other than a farm in which he admits having an interest. (A person shall be considered to be participating in the production of a crop if the committee finds that he furnished either machinery, workstock, or financial assistance for the production of such crop and that he has a financial interest in such crop): The proportion of the net amount of the deduction which would be computed for the farm which the committee determines was such person's interest in the crops produced.

j. A tenant in settling his obligations under a rental contract or agreement supplemental or collateral thereto, pays or renders cash, standing rent or fixed rent, or a share of the crop, or any service or thing of value, aggregating in value in excess of the rental customarily paid in the community for similar land and use, thereby diverting to the landlord the whole or any part of any payment which the tenant is entitled to receive. The application of this rule shall be subject to the approval of the Regional Director: The whole of any payment with respect to the farm which has been or otherwise would be made to such tenant. There shall be withheld from or required to be refunded by the landlord the whole of the payment with respect to all of his farms under the program involved: *Provided, however,* Where a tenant is renting for a share of the crop only and the tenant's share is 60 percent or less, only the landlord's payments shall be withheld or recovered.

k. A landlord or operator forces or causes, by coercion, subterfuge, or in any manner whatsoever, a tenant or sharecropper to abandon a crop prior to harvest for the purpose of obtaining the share of the payment that would otherwise be made to the tenant or sharecropper with respect to such crop: The entire payment which has been or would otherwise be made to such landlord or operator with respect to the farm.

2. Allotment payments will be made only for farms which are being operated in 1941. A farm will not be considered to be operated in 1941 unless it is tilled. For the purposes of the 1941 Agricultural Conservation Program a farm will be considered to be tilled only if an acreage equal to at least one-half the sum of the 1941 wheat, potato, and vegetable allotments established for the farm is devoted to one or more of the following uses:

a. Seeded to a crop in 1941.

b. A crop other than biennial or perennial hay is harvested in 1941.

c. Green manure crops are plowed or disked under in 1941.

The farm will also be considered to be tilled if the State committee finds that not enough of the operations a, b, and c above were carried out because of conditions beyond the control of the operator, or if upon recommendation of the State committee, the Regional Director finds that the farm is actually being operated in 1941.

3. No payment will be made to any person with respect to any farm which such person owns or operates in a county if the county committee finds that such person has been negligent and careless in his farming operations by failing to carry out approved erosion-control measures on land under his control to the extent that any part of such land has become an erosion hazard in 1941 to other land in the community in which such farm is located.

B. *Payment computed and made without regard to claims.* Any payment or share of payment shall be computed and made without regard to questions of title under State law, without deduction of claims for advances (except as provided in paragraph D. of this section, advances for crop insurance premiums for the farm, and indebtedness to the United States subject to set-off under orders issued by the Secretary), and without regard to any claim or lien against any crop, or proceeds thereof, in favor of the owner or any other creditor.

C. *Changes in leasing and cropping agreements, reduction in number of tenants, and other devices.* If on any farm in 1941 any change of the arrangements which existed on the farm in 1940 is made between the landlord or operator and the tenants or sharecroppers and such change would cause a greater proportion of the payments to be made to the landlord or operator under the 1941 Program than would have been made to the landlord or operator for performance on the farm under the 1940 Program, payments to the landlord or operator under the 1941 Program with respect to the farm shall not be greater than the amount that would have been paid to the landlord or operator if the arrangements which existed on the farm in 1940 had been continued in 1941, unless the county committee certifies that the change is justified and approves such change.

If on any farm the number of sharecroppers or share tenants in 1941 is less than the average number on the farm during the three years 1938 to 1940 and such reduction would increase the payments that would otherwise be made to the landlord or operator, such payments to the landlord or operator shall not be greater than the amount that would otherwise be made, unless the county committee certifies that the reduction is justified and approves such reduction.

The action of the county committee under this paragraph C is subject to approval or disapproval by the State committee.

If the State committee finds that any person who files an application for payment pursuant to the provisions of the 1941 Program has employed any other scheme or device (including coercion, fraud, or misrepresentation) the effect of which would be or has been to deprive any other person of any payment under any agricultural conservation program to which such person would normally be entitled, the Secretary may withhold, in whole or in part, from the person participating in or employing such a scheme or device, or require such person to refund, in whole or in part, the amount of any payment which has been or would otherwise be made to such person in connection with the 1941 Program.

D. *Assignments.* Any person who may be entitled to any payment in connection with the 1941 Program may assign his interest in such payment as security for cash loaned or advances made for the purpose of financing the making of a crop in 1941. No such assignment will be recognized unless the assignment is made in writing on Form ACP-69 in accordance with the instructions (ACP-70) issued by the Agricultural Adjustment Administration and unless such assignment is entitled to priority as determined under the instructions governing the recording of such assignments issued by the Agricultural Adjustment Administration.

Nothing contained in this paragraph D shall be construed to give an assignee a right to any payment other than that to which the farmer is entitled nor (as provided in the statute) shall the Secretary or any disbursing agent be subject to any suit or liability if payment is made to the farmer without regard to the existence of any such assignment.

E. *Excess cotton acreage.* Any person who makes application for payment with respect to any farm located in a county in which cotton is planted in 1941 shall file with such application a statement that he has not knowingly planted cotton or caused cotton to be planted, during 1941, on land in any farm in which he has an interest, in excess of the cotton acreage allotment under section 344 of the Agricultural Adjustment Act of 1938 for the farm for 1941, and that cotton was not planted in excess of such allotment by his authority or with his consent.

Any person who knowingly plants cotton, or causes cotton to be planted, on his farm in 1941 on acreage in excess of the cotton acreage allotment under section 344 of the Agricultural Adjustment Act of 1938 for the farm for 1941 shall not be eligible for any payment whatsoever, on that farm or any other farm, under the provisions of the 1941 Program. Any person having an interest in the cotton crop on a farm on which cotton is planted in 1941 on an acreage in excess of such cotton acreage allotment for the farm for 1941 shall be presumed to have knowingly planted cotton on his farm on acreage in excess of such farm cotton acreage allotment if notice of the farm allotment is mailed to him prior to the completion of the planting of cotton on the farm, unless the farmer establishes the fact that the excess acreage was planted to cotton due to his lack of knowledge of the number of acres in the tract(s) planted to cotton. Such notice, if mailed to the operator of the farm, shall be deemed to be notice to all persons sharing in the production of cotton on the farm in 1941.

F. *Deductions in case of erroneous notice of allotment.* Notwithstanding the deduction provisions of section I, in any case where, through error in a county or State office, the producer was officially notified of an acreage allotment for a commodity larger than the finally approved acreage allotment for that commodity and the county and State committees find, if the notice was in writing, or the county and State committees, with the approval of the Administrator, find, if the notice was not in writing, that the producer, acting solely upon information contained in the erroneous notice, planted an acreage to the commodity in excess of the finally approved acreage allotment, the producer will not be considered to have exceeded the acreage allotment for such commodity unless he planted an acreage to the commodity in excess of the allotment erroneously issued, and the deduction for excess acreage will be made only with respect to the acreage in excess of the allotment erroneously issued.

SEC. X. *Application for payment*—A. *Persons eligible to file applications.* An application for payment with respect to a farm may be made by any person for whom, under the provisions of section III, a share in the payment with respect to the farm may be computed and (1) who is determined by the county committee to be entitled, as of the time of harvest, to share in any of the crops grown on the farm under a lease or operating agreement or as owner-operator, or (2) who is owner or operator of such farm and participates thereon in 1941 in carrying out approved soil-building practices.

B. *Time and manner of filing application and information required.* Payment will be made only upon application submitted through the county office on or before March 31, 1942. The Secretary

reserves the right (1) to withhold payment from any person who fails to file any form or furnish any information required with respect to any farm which such person is operating or renting to another person for a share of the crops grown thereon, and (2) to refuse to accept any application for payment if any form or information required is not submitted to the county office within the time fixed by the Regional Director. At least two week's notice to the public shall be given of the expiration of a time limit for filing prescribed forms, and any time limit fixed shall be such as affords a full and fair opportunity to those eligible to file the form within the period prescribed. Such notice shall be given by mailing the same to the office of each county committee and making copies of the same available to the press.

C. *Applications for other farms.* If a person makes application for payment with respect to a farm in a county and has the right to receive all or a portion of the crops or proceeds therefrom produced on any other farm in the county, such person must make application for payment with respect to all such farms on which crops are grown for which a deduction might be computed. Upon request by the State committee any person shall file with the committee such information as it may request regarding any other farm in the State with respect to which he has the right to receive all or a portion of the crops or proceeds thereof or which he rents to another.

SEC. XI. *Appeals.* Any person may, within 15 days after notice thereof is forwarded to or made available to him, request the county committee in writing to reconsider its recommendation or determination in any of the following matters respecting any farm in the operation of which he has an interest as landlord, tenant, or sharecropper: (a) eligibility to file an application for payment; (b) any allotment, usual acreage, program or actual yield, measurement, or soil-building allowance; (c) the division of payment; or (d) any other matter affecting the right to or the amount of his payment with respect to the farm. The county committee shall notify such person of its decision in writing within 15 days after receipt of such written request for reconsideration. If such person is dissatisfied with the decision of the county committee he may, within 15 days after such decision is forwarded to or made available to him, appeal in writing to the State committee. The State committee shall notify such person of its decision in writing within 30 days after the receipt of the appeal. If such person is dissatisfied with the decision of the State committee, he may, within 15 days after such decision is forwarded to or made available to him, request the Regional Director to review the decision of the State committee.

Written notice of any decision rendered under this section by the county or State committee shall also be issued to each person known to it who, as landlord, tenant, or sharecropper having an interest in the operation of the farm, may be adversely affected by such decision. Only a person who shows that he is adversely affected by the outcome of any request for reconsideration or appeal may appeal the matter further, but any person, who, as landlord, tenant or sharecropper having an interest in the operation of the farm, would be affected by the decision to be made on any reconsideration by the county committee or subsequent appeal shall be given a full and fair hearing if he appears when the hearing thereon is held.

SEC. XII. *Definitions.* For purposes of the 1941 Program, unless the context otherwise requires:

A. *Officials.* (1) *Secretary* means the Secretary of Agriculture of the United States.

(2) *Regional Director* means the director of the Northeast Division of the Agricultural Adjustment Administration.

(3) *State committee* or *State agricultural conservation committee* means the group of persons designated within any State to assist in the administration of the agricultural conservation programs in such State.

(4) *County committee* or *county agricultural conservation committee* means the group of persons elected within any county to assist in the administration of the agricultural conservation programs in such county.

B. *Area. Northeast Region* means the area included, in the States of Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont.

C. *Farm. Farm* means all adjacent or nearby farm land under the same ownership which is operated by one person, including also:

(1) Any other adjacent or nearby farm land which the county committee, in accordance with instructions issued by the Agricultural Adjustment Administration, determines is operated by the same person as part of the same unit with respect to the rotation of crops and with workstock, farm machinery, and labor substantially separate from that for any other land; and

(2) Any field-rented tract (whether operated by the same or another person) which, together with any other land included in the farm, constitutes a unit with respect to the rotation of crops.

A farm shall be regarded as located in the county or administrative area, as the case may be, in which the principal dwelling is situated, or if there is no dwelling thereon it shall be regarded as located in the county or administrative area, as the case may be, in which the major portion of the farm is located.

D. *Cropland. Cropland* means farm land which in 1940 was tilled or was in regular rotation, excluding any land in commercial orchards.

E. *Miscellaneous.* 1. *Person* means an individual, partnership, association, corporation, estate, or trust, and wherever applicable, a State, a political subdivision of a State, or any agency thereof.

2. *Landlord* or *owner* means a person who owns land and rents such land to another person or operates such land.

3. *Sharecropper* means a person who works a farm in whole or in part under the general supervision of the operator and is entitled to receive for his labor a share of a crop produced thereon or of the proceeds thereof.

4. *Tenant* means a person other than a sharecropper who rents land from another person (for cash, a fixed commodity payment, or a share of the proceeds of the crops) and is entitled under a written or oral lease or agreement to receive all or a share of the proceeds of the crops produced thereon.

5. *Commercial orchards* means the acreage in planted or cultivated fruit trees, nut trees, vineyards, hops, or bush fruits, on the farm (excluding nonbearing orchards and vineyards) from which the major portion of the production is normally sold.

6. *Noncrop open pasture land* means pasture land (other than rotation pasture land) on which the predominant growth is forage suitable for grazing and on which the number or grouping of any trees or shrubs is such that the land could not fairly be considered as woodland and which is capable of maintaining during the normal pasture season at least one animal unit for each five acres.

7. *Animal unit* means one cow, one horse, five sheep, or five goats, two calves, or two colts, or the equivalent thereof.

SEC. XIII. *Authority, availability of funds, and applicability.* A. *Authority.* Pursuant to the authority vested in the Secretary of Agriculture under sections 7 to 17, inclusive, of the Soil Conservation and Domestic Allotment Act (49 Stat. 1148), as amended, and in connection with the effectuation of the purposes of section 7 (a) of said Act in 1941, the payments and conservation materials or services provided for herein will be made for participation in Belknap and Coos Counties, New Hampshire, Windham and New London Counties, Connecticut, York County, Maine, Gloucester County, New Jersey, and Suffolk and Nassau Counties, New York.

B. *Availability of funds.* The provisions of the 1941 Program are necessarily subject to such legislation affecting said Program as the Congress of the United States may hereafter enact; the making of the payments herein provided are contingent upon such appropriation as the

Congress may hereafter provide for such purpose; and the amounts of such payments will necessarily be within the limits finally determined by such appropriation, the apportionment of such appropriation under the provisions of the Soil Conservation and Domestic Allotment Act, as amended, the final estimate of payments which would be made in each county under the National 1941 Agricultural Conservation Program, and the extent of participation in each county in the 1941 Program. As an adjustment for participation the rates of payment and deduction specified herein for any county with respect to any commodity or item or payment may be increased or decreased from the rates set forth herein by as much as 10 percent.

C. *Applicability.* The provisions of this bulletin are not applicable to (1) any counties except Belknap and Coos Counties, New Hampshire, Windham and New London Counties, Connecticut, York County, Maine, Gloucester County, New Jersey, and Suffolk and Nassau Counties, New York; (2) any department or bureau of the United States Government and any corporation wholly owned by the United States; and (3) lands owned by the United States which were acquired or reserved for conservation purposes or which are to be retained permanently under Government ownership. Lands under (3) above include, but are not limited to, lands owned by the United States which are administered by the Forest Service or the Soil Conservation Service of the United States Department of Agriculture, or by the Division of Grazing or the Bureau of Biological Survey of the United States Department of the Interior.

The program is applicable to lands owned by corporations which are only partly owned by the United States, such as Federal Land Banks and Production Credit Associations.

The program is also applicable to land owned by the United States or by corporations wholly owned by the United States which is farmed by private persons if such land is to be temporarily under such Government or corporation ownership and was not acquired or reserved for conservation purposes. Such land shall include only that administered by the Farm Security Administration, the Reconstruction Finance Corporation, the Home Owners' Loan Corporation, or the Federal Farm Mortgage Corporation, unless the Agricultural Adjustment Administration finds that land administered by other agencies complies with all of the foregoing provisions for eligibility.

Done at Washington, D. C. this 7th day of March 1941. Witness my hand and the seal of the Department of Agriculture.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-1750; Filed, March 8, 1941; 12:18 p. m.]

No. 48——4

Surplus Marketing Administration.

[Docket No. AO 135-A 1]

NOTICE OF HEARING WITH RESPECT TO PROPOSED AMENDMENTS TO THE MARKETING AGREEMENT AND ORDER REGULATING THE HANDLING OF TOKAY GRAPES GROWN IN THE STATE OF CALIFORNIA

Notice is hereby given of a hearing to be held in the Chamber of Commerce, Lodi, California, on March 18, 1941, at 9:30 o'clock a. m., P. S. T., relative to the amendment of Marketing Agreement No. 93, and Order No. 51, issued August 17, 1940, which regulate the handling of Tokay grapes grown in the State of California.

The Secretary of Agriculture of the United States, having reason to believe that amendment of said marketing agreement and said order will tend to effectuate the declared policy of Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended, has caused this notice to be given pursuant to the provisions of said act and of the General Regulations, Series A, No. 1, as amended, of the Agricultural Adjustment Administration, United States Department of Agriculture.

This public hearing is for the purpose of receiving evidence relative to the general economic conditions which may necessitate such amendments and evidence as to the specific amendments required.

The proposed amendments to the marketing agreement and order provide, in similar terms, for: (a) altering the method of voting for, and qualifications of, committee members; (b) providing for selection of alternate members of Shippers Advisory Committee; (c) levying of assessments by Shippers Advisory Committee to cover expenses of administration; (d) establishing of special grade and size regulations for grapes destined to specific areas or to storage; (e) specifically defining the term "billing date"; (f) prohibiting shipment to railroad or cold storage assembly points; (g) modifying the definition of "handler"; (h) modifying the provisions covering the regulation of shipments by truck; (i) reporting by shippers of date of billing of each carload of grapes; (j) modifying the method of releasing cars from assembly points; and (k) prohibiting packaging and loading of grapes for a 48-hour period and removing present restrictions on frequency of prohibition periods.

Copies of the said proposed amendments may be obtained from the Hearing Clerk, Office of the Solicitor, United States Department of Agriculture, Washington, D. C., in Room 0310 South Building, or may be there inspected.

Dated: March 8, 1941.

[SEAL] CLAUDE R. WICKARD,
Secretary of Agriculture.

[F. R. Doc. 41-1773; Filed, March 10, 1941; 11:58 a. m.]

DEPARTMENT OF COMMERCE.

Civil Aeronautics Authority.

[Docket No. 438]

INLAND AIR LINES, INC.

NOTICE OF ORAL ARGUMENT

In the matter of application for an amendment to its certificate of public convenience and necessity for route No. 35, under section 401 (h) of the Civil Aeronautics Act of 1938, as amended, to authorize air transportation of persons, property, and mail to and from Alliance, Nebr.

The Board, on January 24, 1941, having ordered that further argument on the above-entitled proceeding be heard at a time and place to be hereafter assigned, the above-entitled proceeding is hereby assigned for oral argument on March 20, 1941, 10 o'clock a. m. (Eastern Standard Time) in Room 5044 Commerce Building, Washington, D. C., before the Board.

Dated Washington, D. C., March 5, 1941.

By the Civil Aeronautics Board.

[SEAL] THOMAS G. EARLY,
Secretary.

[F. R. Doc. 41-1742; Filed, March 8, 1941; 9:42 a. m.]

[Docket Nos. 466, 380]

UNITED AIR LINES TRANSPORT CORPORATION, TRANSCONTINENTAL & WESTERN AIR, INC.

NOTICE OF ORAL ARGUMENT

In the matter of applications for amendment of existing certificates of public convenience and necessity under section 401 of the Civil Aeronautics Act of 1938, as amended.

The above-entitled proceeding, being the applications of United Air Lines Transport Corporation and Transcontinental & Western Air, Inc., for amendment of existing certificates of public convenience and necessity so as to include Reading, Pa., as an intermediate point, is hereby assigned for oral argument on March 20, 1941, 11 o'clock a. m. (Eastern Standard Time) in Room 5044 Commerce Building, Washington, D. C., before the Board.

Dated Washington, D. C., March 6, 1941.

By the Civil Aeronautics Board.

[SEAL] THOMAS G. EARLY,
Secretary.

[F. R. Doc. 41-1741; Filed, March 8, 1941; 9:42 a. m.]

[Docket Nos. 149, 405, 443, 457]

STAR AIR LINES, INC., ALASKA AIRLINES, INC., AND PACIFIC ALASKA AIRWAYS, INC.

In the matter of applications for a certificate of public convenience and necessity and amendment of existing certificates of public convenience and necessity under section 401 of the Civil Aeronautics Act of 1938, as amended

[Docket No. 406]

ALASKA AIRLINES, INC.

In the matter of applications for approval of certain interlocking relationships under section 409 of the Civil Aeronautics Act of 1938, as amended

NOTICE OF POSTPONEMENT OF HEARING [1]

The above-entitled proceeding, being the application of Star Air Lines, Inc., for a certificate of public convenience and necessity to engage in air transportation between Juneau and Anchorage, Alaska, via the intermediate points Yakutat, Cordova, and Valdez, the applications of Alaska Air Lines, Inc., for a certificate of public convenience and necessity authorizing air transportation between Juneau and Anchorage, Alaska, via Yakutat, Cordova, and Valdez, and for approval of certain interlocking relationships, and the applications of Pacific Alaska Airways, Inc., for amendment of its existing certificate of public convenience and necessity so as to authorize service on a flag-stop basis to and from Burwash Landing, Canada, and Tanana Crossing, Alaska, and for authorization to provide service to Anchorage, Alaska, by extending applicant's present route between Whitehorse, Canada, and Fairbanks, Alaska, from Tanana Crossing, now assigned for public hearing on March 11, 1941, at 10 o'clock a. m. (Eastern Standard Time), is hereby postponed to a date later to be fixed.

Dated Washington, D. C., March 10, 1941.

[SEAL] WILLIAM J. MADDEN, *Examiner.*

[F. R. Doc. 41-1775; Filed, March 10, 1941; 12 m.]

DEPARTMENT OF LABOR.

Wage and Hour Division.

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum wage rate applicable under section 6 of the Act are issued under section 14 thereof, Part 522 of the Regulations issued thereunder (August 16, 1940 5 F.R. 2862) and the Determination and Order or Regulation listed below and published in the FEDERAL REGISTER as here stated.

[1] Issued by Civil Aeronautics Board.

Apparel Learner Regulations, September 7, 1940 (5 F.R. 3591).

Artificial Flowers and Feathers Learner Regulations, October 24, 1940 (5 F.R. 4203).

Glove Findings and Determination of February 20, 1940, as amended by Administrative Order of September 20, 1940 (5 F.R. 3748).

Hosiery Learner Regulations, September 4, 1940 (5 F.R. 3530).

Independent Telephone Learner Regulations, September 27, 1940 (5 F.R. 3829).

Knitted Wear Learner Regulations, October 10, 1940 (5 F.R. 3982).

Millinery Learner Regulations, Custom Made and Popular Priced, August 29, 1940 (5 F.R. 3392, 3393).

Textile Determination and Order, November 8, 1939 (4 F.R. 4531) as amended, April 27, 1940 (5 F.R. 1586).

Woolen Learner Regulations, October 30, 1940 (5 F.R. 4302).

The employment of learners under these Certificates is limited to the terms and conditions as to the occupations, learning periods, minimum wage rates, et cetera, specified in the Determination and Order or Regulation for the industry designated above and indicated opposite the employer's name. These Certificates become effective March 10, 1941. The Certificates may be cancelled in the manner provided in the Regulations and as indicated in the Certificates. Any person aggrieved by the issuance of any of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, INDUSTRY, PRODUCT, NUMBER OF LEARNERS, AND EXPIRATION DATE

Alabama Textile Products Corporation, Riverfalls Street, Andalusia, Alabama; Apparel; Dress Shirts, Sport Shirts, & Underwear; 100 learners (75% of the applicable hourly minimum wage); June 23, 1941.

American Sportswear Company, 61 South Main Street, Brigham City, Utah; Apparel; Leather Jackets; 4 learners (75% of the applicable hourly minimum wage); March 10, 1942.

The Andala Company, Andalusia, Alabama; Apparel; Work Shirts, & Army Shirts; 10 percent (75% of the applicable hourly minimum wage); June 2, 1941.

Angeles Apparel Company, 834 S. Broadway, Los Angeles, California; Apparel; Blouses, & House Coats; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Baxley Dress Mfg. Company, 115 Boren Avenue, North, Seattle, Washington; Apparel; Dresses & Ladies' Slack Suits; 10 learners (75% of the applicable hourly minimum wage); May 23, 1941.

Besco Shirt Company, 600 Fulton Street, Elizabeth, New Jersey; Apparel; Shirts; 10 percent (75% of the applicable hourly minimum wage); June 2, 1941.

Carefree Wear Company, 1706 Washington Avenue, Saint Louis, Missouri; Apparel; Playsuits, Blouses, Shirts, & Slack Suits; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Chaffee Manufacturing Company, North Main Street, Chaffee, Missouri; Apparel; Men's & Boys' Dress Trousers & Men's & Boys' Cotton Trousers; 5 percent (75% of the applicable hourly minimum wage); March 10, 1942.

Charnale Company, 333 South Market Street, Chicago, Illinois; Apparel; Women's Slips; 3 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Cutler & Cutler, 728 Cherry Street, Philadelphia, Pennsylvania; Apparel; Snow Suits & Kiddie Coats; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Davenshire, Inc., 825 West Fourth Street, Davenport, Iowa; Apparel; Trousers; 4 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Carroll Dorn Garment Company, 332 West 9th Street, Kansas City, Missouri; Apparel; Cotton Dresses; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Duquesne Manufacturing Company, 852 Stanton Avenue, New Kensington, Pennsylvania; Apparel; Hooverettes, Zipper Dresses, & Aprons; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Eastwill Sportswear Corporation, 411 Rush Avenue, Greenwood, South Carolina; Apparel; Men's Sport Apparel; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Excel Garment Manufacturing Company, 310 Second Avenue, North, Minneapolis, Minnesota; Apparel; Sportswear, Leather & Sheeplined Garments, & Women's Slacks; 20 learners (75% of the applicable hourly minimum wage); July 7, 1941.

G. & R. Garment Manufacturing Company, Inc., 1123 Washington Avenue, St. Louis, Missouri; Apparel; Cotton & Rayon Underwear; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

G. & R. Garment Manufacturing Company, Inc., 1123 Washington Avenue, St. Louis, Missouri; Apparel; Cotton & Rayon Underwear; 15 learners (75% of the applicable hourly minimum wage); July 7, 1941.

Harcum, Inc., 126 West Fayette Street, Baltimore, Maryland; Apparel; Men's Neckwear; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Hudson Pants Company, 215 Custer Avenue, Jersey City, New Jersey; Apparel; Pants; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Jacobs Brothers, Inc., Delmar, Delaware; Apparel; Nurses' & Maids' Uniforms, & Washable Service Apparel; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Jacob Brothers, Inc., Hancock, Maryland; Apparel; Maids' Uniforms, Washable Service Apparel; 5 percent (75% of the applicable hourly minimum wage); March 10, 1942.

Jacobs Brothers, Inc., Littlestown, Pennsylvania; Apparel; Nurses' & Maids' Uniforms, & Washable Service Apparel; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Jacobs Brothers, Inc., Manchester, Maryland; Apparel; Nurses' & Maids' Uniforms, & Washable Service Apparel; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

F. Jacobson & Sons, Inc., Jay and River Streets, Troy, New York; Apparel; Shirts, & Pajamas; 75 learners (75% of the applicable hourly minimum wage); July 7, 1941.

La Crosse Garment Manufacturing Company, 117 North Second Street, La Crosse, Wisconsin; Apparel; Wash Dresses; 50 learners (75% of the applicable hourly minimum wage); July 28, 1941.

D. Lazar & Sons, Incorporated, 430 1st Avenue N., Minneapolis, Minnesota; Apparel; Trousers, Breeches, & Ski Pants; 2 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Julius Leventhal & Brothers, Lykens, Pennsylvania; Apparel; Shirts; 5 percent (75% of the applicable hourly minimum wage); March 10, 1942.

Middletown Underwear Company, Inc., 14 Montgomery Street, Middletown, New York; Apparel; Ladies' Underwear, & Nightwear; 5 percent (75% of the applicable hourly minimum wage); March 10, 1942.

Mt. Carmel Manufacturing Company, Fifth and Walnut Street, Mt. Carmel, Pennsylvania; Apparel; Shirts; 3 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Jacob Nathanson & Co., 404 South Racine Street, Chicago, Illinois; Apparel; Wash Dresses; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Perfection Garment Company, Inc., First Avenue, Ranson, West Virginia; Apparel; House Dresses; 5 percent (75% of the applicable hourly minimum wage); March 10, 1942.

Rutledge Mfg. Company, Leadenhall & Ostend Streets, Baltimore, Maryland; Apparel; Men's & Ladies' Pajamas; 6 learners (75% of the applicable hourly minimum wage); March 10, 1942.

S. & Z. Mfg. Company, 230 South Franklin Street, Chicago, Illinois; Apparel; Underwear & Nightwear; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

G. A. Shook Mfg. Company, Room 24, N. T. Armijo Building, Albuquerque, New Mexico; Apparel; Chimayo Purses, Knitting Bags, and Jackets; 2 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Silverstine Garment Company, 213 Institute Place, Chicago, Illinois; Apparel; Cotton Housecoats & Dresses; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Statler Clothing Company, 36 Pleasant Street, Watertown, Massachusetts; Apparel; Men's Clothing; 3 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Steiner-Lobman Dry Goods Company, 212½ Commerce Street, Montgomery, Alabama; Apparel; Overalls & Pants; 3 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Robert Treat Shirt Manufacturing Company, 204 Morris Avenue, Newark, New Jersey; Apparel; Shirts, & Shorts; 4 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Terminal Manufacturing Corporation, 1500 Hudson Street, Hoboken, New Jersey; Apparel; Ladies' Underwear; 5 percent (75% of the applicable hourly minimum wage); March 10, 1942.

Tri City Cap Manufacturing Company, 1304 West Fourth Street, Davenport, Iowa; Apparel; Caps; 1 learner (75% of the applicable hourly minimum wage); May 19, 1941.

Universal Overall Company, 836 West Roosevelt Road, Chicago, Illinois; Apparel; Trousers, Mackinaws, Overalls, & Jackets; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Warren Shirt Company, Seventh & Mifflin Streets, Lebanon, Pennsylvania; Apparel; Pajamas, Coveralls, & Jackets; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Wolens Trouser Company, Fourth & Water Street, Kankakee, Illinois; Apparel; Trousers; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Western Neckwear Manufacturing Company, 88 First Street, San Francisco, California; Apparel; Men's Neckwear; 1 learner (75% of the applicable hourly minimum wage); March 10, 1942.

Western Underwear Company of Minneapolis, 608 First Avenue North, Minneapolis, Minnesota; Apparel; Slips, Gowns, & Pajamas; 5 learners (75% of the applicable hourly minimum wage); March 10, 1942.

Ranru Gloves, Bridge & New Streets, St. Johnsville, New York; Glove; Knit Fabric; 5 learners; March 10, 1942.

Bell Hosiery Corporation, Johnson Avenue, Suffolk, Virginia; Hosiery; Seamless; 5 percent; March 10, 1942.

Black Mountain Hosiery Mills, Inc., Black Mountain, North Carolina; Hosiery; Seamless; 5 learners; November 10, 1941.

Merrill Hosiery Company, 24 Bank Street, Hornell, New York; Hosiery; Full Fashioned; 5 learners; November 10, 1941.

Coopers, Incorporated, 2318 60th Street, Kenosha, Wisconsin; Knitted Wear; Knitted Underwear; 5 percent; March 10, 1942.

Dove Mfg. Company, 1013 S. Los Angeles Street, Los Angeles, California; Knitted Wear; Knitted Underwear; 2 learners; March 10, 1942.

Ely & Walker Sweater Mill, Warrenton, Missouri; Knitted Wear; Sweaters, & Bathing Suits; 5 percent; March 10, 1942.

Empire Knitting Mills, Inc., Front and Tradd Streets, Statesville, North Carolina; Knitted Wear; Knitted Outerwear; 5 learners; March 10, 1942.

La Rose Underwear Company, Inc., 45 West 18th Street, New York, New York; Knitted Wear; Knitted Underwear; 90 learners; June 2, 1941.

Little Falls Manufacturing Company, 515 East Mill Street, Little Falls, New York; Knitted Wear; Knitted Underwear; 5 percent; March 10, 1942.

Royal Underwear Company, Inc., Leesport, Pennsylvania; Knitted Wear; Knitted Underwear; 5 percent; March 10, 1942.

Van Raalte Company, Inc., 416 Main Street, Dunkirk, New York; Knitted Wear; Knitted Underwear; 5 percent; March 10, 1942.

Anne Dinken, 509 Madison Avenue, New York, New York; Millinery; Custom-Made; 1 learner; March 10, 1942.

Gladys and Belle, Inc., 485 Madison Avenue, New York, New York; Millinery; Custom-Made; 3 learners; March 6, 1942. (Omitted from FEDERAL REGISTER of March 6, 1941.)

Boott Mills, John Street, Lowell, Massachusetts; Textile; Cotton Goods; 3 percent; March 10, 1942.

Boott Mills, John Street, Lowell, Massachusetts; Textiles; Cotton Goods; 70 learners; June 9, 1941.

Cedartown Textiles, Inc., Lafayette Street, Cedartown, Georgia; Textile; Cotton & Rayon; 2 learners; March 10, 1942.

Ben Greenberg & Bro., Inc., 2911 South LaSalle Street, Chicago, Illinois; Textile; Chenille Bath Mats & Related Articles; 25 learners; August 4, 1941.

Pawtucket Standard Braid Company, 120 Webster Street, Pawtucket, Rhode Island; Textile; Shoe Laces & Braids; 3 percent; March 10, 1942.

Worcester Braiding Co., 161 Summer St., Worcester, Massachusetts; Textile; Braids & Shoe Laces; 3 learners; March 10, 1942.

Cedartown Textiles, Inc., Lafayette Street, Cedartown, Georgia; Woolen; Men's & Boys' Wool Wear Suitings; 9 learners; March 10, 1942.

Robert E. Pent, Coll Street, New Braunfels, Texas; Woolen; Wool Worsted Top; 4 learners; July 7, 1941.

Signed at Washington, D. C., this 10th day of March 1941.

GUSTAV PECK,
Authorized Representative of the Administrator.

[F. R. Doc. 41-1767; Filed, March 10, 1941; 11:51 a. m.]

NOTICE OF ISSUANCE OF SPECIAL CERTIFICATES FOR THE EMPLOYMENT OF LEARNERS UNDER THE FAIR LABOR STANDARDS ACT OF 1938

Notice is hereby given that Special Certificates authorizing the employment of learners at hourly wages lower than the minimum rate applicable under section 6 of the Act are issued under section 14 thereof and part 522.5 (b) of the Regulations issued thereunder (August 16, 1940, 5 F.R. 2862) to the employers listed below effective March 10, 1941.

The employment of learners under these Certificates is limited to the terms and conditions as designated opposite the employer's name. These Certificates are issued upon the employers' representations that experienced workers for the learner occupations are not available for employment and that they are actually in need of learners at subminimum rates in order to prevent curtailment of opportunities for employment. The Certificates may be cancelled in the manner provided for in the Regulations and as indicated on the Certificate. Any person aggrieved by the issuance of these Certificates may seek a review or reconsideration thereof.

NAME AND ADDRESS OF FIRM, PRODUCT, NUMBER OF LEARNERS, LEARNING PERIOD, LEARNER WAGE, LEARNER OCCUPATIONS, EXPIRATION DATE

Hastings & Company, 819 Filbert Street, Philadelphia, Pennsylvania; Gold Leaf; 3 learners; 12 weeks for any one learner; 25 cents per hour; Gold Leaf Cutter and Booker; June 30, 1941.

G. A. Shook Manufacturing Company, Room 24, N. T. Armijo Building, Albuquerque, New Mexico; Chimayo Materials; 2 learners; 12 weeks for any one learner; 25 cents per hour; Weaver-Hand Loom; June 16, 1941.

Solar Gold Leaf Company, 216 Alabama Avenue, Brooklyn, New York; Gold Leaf; 5 learners; 12 weeks for any one learner; 25 cents per hour; Gold Leaf Cutter & Gold Leaf Filler; October 6, 1941.

The Temple Phonograph and Cabinet Corporation, Mystic, Connecticut; Radio Cabinets and Radio Sets; 25 learners; 4 weeks for any one learner; 25 cents per hour; Radio Wirer; April 21, 1941.

(Number of learners listed on Certificates in FEDERAL REGISTER of March 6, 1941 reported in error.) Correct information follows:

I. Smallman Company, 100 Outwater Lane, Garfield, New Jersey; Leather Billfolds, Key Cases, Pocket Secretaries, and other small leather goods articles; 10 learners; 6 weeks for any one learner; 30 cents per hour; Embosser & Table Worker; May 1, 1941.

I. Smallman Company, 100 Outwater Lane, Garfield, New Jersey; Leather Billfolds, Key Cases, Pocket Secretaries, and other small leather goods articles; 3 learners; 4 weeks for any one learner; 32½ cents per hour; Sewing Machine operator; April 17, 1941.

Illinois Wire Goods Company, 1319 South Michigan Avenue, Chicago, Illinois; Wire Frames; 15 learners; 4 weeks for any one learner; 25 cents per hour; Spot Welder; April 17, 1941.

Signed at Washington, D. C., this 10th day of March 1941.

GUSTAV PECK,
Authorized Representative of the Administrator.

[F. R. Doc. 41-1768; Filed, March 10, 1941; 11:51 a. m.]

NOTICE OF PUBLIC HEARING BEFORE THE SPECIAL INDUSTRY COMMITTEE FOR PUERTO RICO FOR THE PURPOSE OF RECEIVING EVIDENCE TO BE CONSIDERED IN RECOMMENDING MINIMUM WAGE RATES FOR EMPLOYEES IN PUERTO RICO ENGAGED IN THE LEAF TOBACCO INDUSTRY

Whereas the Administrator of the Wage and Hour Division, having under consideration the question whether the Regulations defining the term "area of production" as used in section 13 (a) (10) should be modified by striking therefrom subsection (c) dealing with Puerto Rican leaf tobacco, has determined to hold a public hearing in Puerto Rico for the purpose of adducing evidence thereon; and

Whereas by letter dated February 19, 1941, the Administrator has directed the Special Industry Committee for Puerto Rico to investigate conditions in the leaf tobacco industry in Puerto Rico with a view to recommending the highest minimum wage rates for all employees in such industry within the jurisdiction of said Committee and including such employees as would be within the jurisdiction of said Committee should the Regulations defining the term "area of production" as used in section 13 (a) (10) be revised by striking therefrom subsection (c).

Now, therefore, in conformity with the Fair Labor Standards Act of 1938, 52 Stat. 1060, as amended by section 3 (c), (d), (e), and (f) Public Resolution No. 88, 76th Congress, Chapter 432—3rd Session, approved June 26, 1940, and with § 511.11 of the Rules and Regulations issued pursuant thereto, notice is hereby given to all interested persons that a public hearing will be held beginning April 22, 1941, at 10 A. M. in Room 3229, U. S. Department of Labor Building, Washington, D. C., for the purpose of receiving evidence to be considered by the Special Industry Committee for Puerto Rico in determining the highest minimum wage rates for employees in Puerto Rico in the leaf tobacco industry, which, having due regard to economic and competitive conditions, will not substantially curtail employment and will not give any industry in Puerto Rico a competitive advantage over any industry in the United States outside of Puerto Rico.

The Special Industry Committee for Puerto Rico was created by Administrative Order No. 58. It is charged, in accordance with the provisions of the Fair Labor Standards Act of 1938, as amended and Rules and Regulations promulgated thereunder, with the duty of investigating conditions in the industries of Puerto Rico and of recommending to the Administrator minimum wage rates which may be lower than 30 cents but not higher than 40 cents per hour for all employees in Puerto Rico who within the meaning of said Act are "engaged in commerce or in the production of goods for commerce," excepting employees exempted by the provisions of section 13 (a) and employees coming under the provisions of section 14. Before any minimum wage rates recommended by the Committee are made effective and before any change is made in the Regulations defining the term "area of production" a public hearing will be held pursuant to section 8 of the Act in Puerto Rico at which all interested persons will have an opportunity to be heard.

Any person who, in the opinion of the Committee or its duly authorized subcommittee, has a substantial interest in the proceeding and is prepared to present material pertinent to the question under consideration, may appear on his own behalf or on behalf of any other person. Persons wishing to appear are requested to file at the office of Burton E. Oppenheim, Director of the Industry Committee Branch of the Wage and Hour Division of the United States Department of Labor, U. S. Department of Labor Building, Washington, D. C., not later than April 10, 1941, a notice of Intention to Appear containing the following information:

1. The name and address of the person appearing.
2. If he is appearing in a representative capacity, the name and address of the person or persons whom, or organization which, he is representing.
3. A brief summary of the material intended to be presented.
4. The approximate length of time which his presentation will consume.

All testimony will be taken under oath and subject to reasonable cross-examination by any interested person present. Testimony so received will be offered as evidence at the public hearing to be held by the Administrator on such minimum wage recommendations as the Special Industry Committee for Puerto Rico may make.

Written statements of persons who cannot appear personally will be considered by the Committee provided that twenty copies thereof are received not later than April 10, 1941, at the office of the Industry Committee Branch of the Wage and Hour Division of the United States Department of Labor, U. S. De-

partment of Labor Building, Washington, D. C. Any person appearing at the hearing who offers written material must submit twenty copies thereof.

Signed at Washington, D. C., this 7th day of March 1941.

FRANCIS J. HAAS,
Chairman, Special Industry Committee for Puerto Rico.

[F. R. Doc. 41-1769; Filed, March 10, 1941; 11:51 a. m.]

[Administrative order No. 90]

ACCEPTANCE OF RESIGNATIONS FROM AND APPOINTMENTS TO THE SPECIAL INDUSTRY COMMITTEE FOR PUERTO RICO

By virtue of and pursuant to the authority vested in me by the Fair Labor Standards Act of 1938 as amended, I, Harold D. Jacobs, Acting Administrator of the Wage and Hour Division, Department of Labor,

Do hereby accept the resignations of Mr. Laurence J. Martin and Mr. P. J. Rosaly from the Special Industry Committee for Puerto Rico and do appoint in their stead, as representatives for the employers on such Committee, Mr. Thomas C. Breen, of Long Island, New York, and Mr. Belarmino Suárez, of San Juan, Puerto Rico.

Signed at Washington, D. C., this 6th day of March 1941.

HAROLD D. JACOBS,
Acting Administrator.

[F. R. Doc. 41-1770; Filed, March 10, 1941; 11:51 a. m.]

[Administrative order No. 91]

DELEGATING AUTHORITY TO JOHN J. BRAUNER, ASSISTANT REGIONAL DIRECTOR OF REGION X, TO ISSUE ORDERS OF INVESTIGATION AND SUBPOENAS

Pursuant to the authority vested in me by the Fair Labor Standards Act of 1938, I, Baird Snyder III, Acting Administrator of the Wage and Hour Division, United States Department of Labor, hereby authorize John J. Brauner, Assistant Regional Director of Region X, in the absence of the Regional Director, to execute and issue orders for investigation; to designate and authorize representatives to make such investigations; to execute and issue subpoenas for the attendance of witnesses and the production of books, papers and documents; and to delegate to representatives who are authorized to make investigations, the authority to execute and issue such subpoenas in connection therewith.

This order delegates the powers given to the Administrator to compel by subpoena or otherwise the attendance of witnesses and the production of books, papers, and documents under sections 9 and 11 (a) of the said Act.

Signed at Washington, D. C., this 8th day of March 1941.

BAIRD SNYDER III,
Acting Administrator.

[F. R. Doc. 41-1771; Filed, March 10, 1941; 11:52 a. m.]

FEDERAL POWER COMMISSION.

[Docket No. IT-5665]

IN THE MATTER OF THE CONNECTICUT LIGHT AND POWER COMPANY

ORDER POSTPONING HEARING

MARCH 7, 1941.

Upon the application for continuance of hearing filed March 3, 1941, by The Connecticut Light and Power Company;

It appearing to the Commission that:

Good cause has been shown for the postponement of the hearing in this proceeding;

The Commission orders that:

The hearing in this proceeding heretofore set by order of January 28, 1941, to commence on March 18, 1941, be and it hereby is postponed to commence March 31, 1941, at 9:30 a. m., in the hearing room of the Federal Power Commission, Hurley-Wright Building, 1800 Pennsylvania Avenue NW., Washington, D. C.

By the Commission.

[SEAL] LEON M. FUQUAY,
Secretary.

[F. R. Doc. 41-1772; Filed, March 10, 1941; 11:52 a. m.]

FEDERAL SECURITY AGENCY.

Food and Drug Administration.

[Docket No. FDC-12]

IN THE MATTER OF THE DEFINITION AND STANDARD OF IDENTITY FOR CREAM CHEESE

NOTICE OF REOPENING OF HEARING FOR RECEIPT OF ADDITIONAL EVIDENCE

A petition having been presented to the Federal Security Administrator requesting, in behalf of Columbia Cheese Company and others, a further hearing for the presentation of evidence additional to that received in the hearing heretofore held for the purpose of receiving evidence upon the basis of which a regulation might be promulgated fixing and establishing a definition and standard of identity for cream cheese; and the Administrator having determined that the said hearing should be reopened for the receipt of additional evidence: notice is hereby given that the said hearing will be reopened on April 21, 1941, and that a public hearing for the receipt of additional evidence will be held beginning at 10 a. m. on that date, in Room 1039, South Building, 14th Street and Independence Avenue SW., Washington, D. C.

Walter G. Green, Jr., is hereby designated as presiding officer to conduct the hearing, with full power and authority to administer oaths and affirmations and to do all other things appropriate to the conduct of the hearing. The hearing will be conducted in accordance with the rules of practice provided for such hearings, as published in the FEDERAL REGISTER of June 26, 1940 (5 F.R. 2379-2381).

All interested persons are invited to attend the hearing, in person or by representative, and give evidence which is additional to the evidence now of record and which is relevant and material to the subject matter of the proposal upon which the hearing was originally noticed (4 F.R. 3683) to be held.

[SEAL] WAYNE COY,
Acting Administrator.

MARCH 6, 1941.

[F. R. Doc. 41-1745; Filed, March 8, 1941; 11:13 a. m.]

[Docket No. FDC-29]

IN THE MATTER OF DEFINITIONS AND STANDARDS OF IDENTITY FOR NEUFCHATEL CHEESE, COTTAGE CHEESE, AND CREAMED COTTAGE CHEESE

NOTICE OF POSTPONEMENT OF HEARING

The public hearing for the purpose of receiving evidence upon the basis of which regulations may be promulgated fixing and establishing definitions and standards of identity for neufchatel cheese, cottage cheese, and creamed cottage cheese heretofore set (6 F.R. 679) for March 17, 1941, is hereby postponed to April 21, 1941; and notice is hereby given that the said public hearing will be held on April 21, 1941, beginning at 10 a. m., in Room 1039, South Building, 14th Street and Independence Avenue SW., Washington, D. C.

[SEAL] WAYNE COY,
Acting Administrator.

MARCH 6, 1941.

[F. R. Doc. 41-1746; Filed, March 8, 1941; 11:13 a. m.]

FEDERAL TRADE COMMISSION.

[Docket No. 4347]

IN THE MATTER OF JOHN L. KEENAN, INDIVIDUALLY AND DOING BUSINESS UNDER THE NAME AND STYLE OF FRANKLIN INSTITUTE

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 6th day of March, A. D., 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 USCA, sec. 41),

It is ordered, That Arthur F. Thomas, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Friday, March 14, 1941, at ten o'clock in the forenoon of that day (eastern standard time) in Court Room No. 5, 12th Floor, Post Office Building, Boston, Massachusetts.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41–1727; Filed, March 8, 1941; 9:35 a. m.]

[Docket No. 4441]

IN THE MATTER OF DE FOREST'S TRAINING, INC., A CORPORATION

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 6th day of March, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 USCA, sec. 41),

It is ordered, That Arthur F. Thomas, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Monday, March 17, 1941, at ten o'clock in the forenoon of that day (eastern standard time) in Room 500, 45 Broadway, New York, New York.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41–1728; Filed, March 8, 1941; 9:35 a. m.]

[Docket No. 4454]

IN THE MATTER OF PREPARATORY TRAINING INSTITUTE, A CORPORATION

ORDER APPOINTING TRIAL EXAMINER AND FIXING TIME AND PLACE FOR TAKKING TESTIMONY

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 6th day of March, A. D. 1941.

This matter being at issue and ready for the taking of testimony, and pursuant to authority vested in the Federal Trade Commission, under an Act of Congress (38 Stat. 717; 15 USCA, sec. 41),

It is ordered, That Arthur F. Thomas, a trial examiner of this Commission, be and he hereby is designated and appointed to take testimony and receive evidence in this proceeding and to perform all other duties authorized by law;

It is further ordered, That the taking of testimony in this proceeding begin on Friday, March 21, 1941, at ten o'clock in the forenoon of that day (eastern standard time) in Jury Room No. 3050, Post Office Building, 9th and Chestnut Streets, Philadelphia, Pennsylvania.

Upon completion of testimony for the Federal Trade Commission, the trial examiner is directed to proceed immediately to take testimony and evidence on behalf of the respondent. The trial examiner will then close the case and make his report upon the evidence.

By the Commission.

[SEAL] OTIS B. JOHNSON,
Secretary.

[F. R. Doc. 41–1729; Filed, March 8, 1941; 9:35 a. m.]

SECURITIES AND EXCHANGE COMMISSION.

[File No. 1–2825]

IN THE MATTER OF THE TROXEL MANUFACTURING COMPANY

ORDER SETTING HEARING ON AMENDED APPLICATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C. on the 7th day of March, A. D. 1941.

The Troxel Manufacturing Company, pursuant to section 12 (d) of the Securities Exchange Act of 1934, and Rule X-12D2–1 (b) promulgated thereunder, having made application to the Commission to withdraw its Common Stock, $1 Par Value, from listing and registration on the Cleveland Stock Exchange; and

The Commission having on March 5, 1940 suspended its decision upon such application until further order by the Commission; and

The applicant herein having filed an amended application in this matter; and

The Commission deeming it necessary for the protection of investors that a hearing be held at which all interested persons be given an opportunity to be heard;

It is ordered, That the matter be set down for hearing at 10 A. M. on Wednesday, March 26, 1941, at the office of the Securities and Exchange Commission, 1370 Ontario Street, Cleveland, Ohio, and continue thereafter at such times and places as the Commission or its officer herein designated shall determine, and that general notice thereof be given; and

It is further ordered, That James C. Gruener, an officer of the Commission, be and he hereby is designated to administer oaths and affirmations, subpoena witnesses, compel their attendance, take evidence, and require the production of any books, papers, correspondence, memoranda or other records deemed relevant or material to the inquiry, and to perform all other duties in connection therewith authorized by law.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41–1747; Filed, March 8, 1941; 11:28 a. m.]

[File No. 70–236]

IN THE MATTER OF CONSOLIDATED ELECTRIC AND GAS COMPANY, ATLANTA GAS LIGHT COMPANY, MACON GAS COMPANY, AND GEORGIA PUBLIC UTILITIES COMPANY

ORDER GRANTING APPLICATIONS AND PERMITTING DECLARATIONS TO BECOME EFFECTIVE

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 6th day of March, A. D. 1941.

Consolidated Electric and Gas Company, a registered holding company, and its subsidiaries, Atlanta Gas Light Company, Macon Gas Company, and Georgia Public Utilities Company, having jointly filed various applications and declarations pursuant to sections 6 (b), 10 and 12 of the Public Utility Holding Company Act of 1935 regarding the proposed merger of Atlanta Gas Light Company, Macon Gas Company and Georgia Public Utilities Company, and related transactions, including the issue and sale by Atlanta Gas Light Company, the surviving company, of $2,200,000 principal amount of its 3½% General Mortgage Bonds, due January 1, 1961;

A public hearing on such matter having been held after appropriate notice, the Commission having considered the record in this matter and having made and filed its Findings and Opinion herein:

It is ordered, That said applications be and the same hereby are granted and that said declarations be and the same hereby are permitted to become effective forthwith, subject, however, to the terms and conditions prescribed in Rule U–9

and to the following additional terms and conditions:

(1) That pending further order of the Commission no fees, commissions or other compensation shall be paid in connection with the issuance and sale of the 3½% General Mortgage Bonds of Atlanta Gas Light Company, due January 1, 1961, in the principal amount of $2,200,000.

(2) That all accounting entries to be made by Atlanta Gas Light Company on its books in connection with the proposed merger of Atlanta Gas Light Company, Macon Gas Company and Georgia Public Utilities Company, and related transactions, be subject to such further Order or Orders as the Commission may deem appropriate in the premises.

(3) That when all expenses incurred in connection with the proposed merger of Atlanta Gas Light Company, Macon Gas Company and Georgia Public Utilities Company, and related transactions, shall be actually paid, Consolidated Electric and Gas Company shall file with this Commission a detailed statement of such expenses showing the names of persons or entities to whom such payments were made, the amounts of such payments, the accounts charged, and a detailed description of the services rendered for which such payments were made.

(4) That Consolidated Electric and Gas Company report to the Commission on the first day of each month following the date of this Order all acquisitions of Bonds made by it under this Order. Such report shall specify the amounts thereof, the cost per unit, the amount of commission and any other fees paid in connection with such acquisitions, the name and address of each broker or over-the-counter dealer and the total price for each purchase.

(5) That no Bonds shall be purchased at a private sale unless and until the Commission shall have been given at least 5 days prior notice thereof; and

(6) That no Bonds shall be purchased from any person or company in any way associated or affiliated with Consolidated Electric and Gas Company except in a transaction at the current market price and wherein the affiliated person functions solely as a broker and receives as compensation no more than the customary brokerage fee.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-1748; Filed March 8, 1941; 11:28 a. m.]

[File No. 31-489]

IN THE MATTER OF CITY NATIONAL BANK AND TRUST COMPANY OF CHICAGO

ORDER CONSENTING TO WITHDRAWAL OF APPLICATION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Washington, D. C., on the 6th day of March, A. D. 1941.

Applicant in the above entitled matter having, on July 11, 1939, entered into a trust agreement with Cities Service Company, by the terms of which certain voting securities of Gas Service Company, Kansas City Gas Company and The Wyandotte County Gas Company were pledged with the applicant; and

The Commission, under date of June 25, 1940, having notified applicant that it appeared to it that a substantial question of law and fact existed as to whether applicant was within the class of holding companies which the Commission might exempt under section 3 (a) of the Public Utility Holding Company Act and that the exemption afforded by paragraph (b) of Rule U-3A3-1 was or might be detrimental to the public interest or the interest of investors or consumers, and terminated said exemption, thirty days from the date of receipt of such notice by the applicant; and

Applicant having applied to the Commission within such period of thirty days for an order pursuant to section 3 (a) of the Act exempting applicant from the privisions thereof; and

Cities Service Company having terminated said Trust Indenture, pursuant to its provisions, on February 17, 1941, and applicant having filed an application to withdraw its said application, but expressing its desire to rely upon the exemption provisions of Rule U-3A3-1;

The Commission, having due regard to the public interest and the interest of investors and consumers, finds that the reasons prompting its notice of June 25, 1940, no longer exist, and that the same should be withdrawn, and, upon the request of the applicant, consents to the withdrawal of the above-captioned application.

It is so ordered.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-1749; Filed, March 8, 1941; 11:28 a. m.]

[File Nos. 31-109, 31-493, 31-108, 31-107, 31-106, 31-422, 31-423]

IN THE MATTERS OF PANHANDLE EASTERN PIPE LINE COMPANY, COLUMBIA OIL & GASOLINE CORPORATION, AND COLUMBIA GAS & ELECTRIC CORPORATION

ORDER POSTPONING HEARING [1]

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 8th day of March, A. D. 1941.

A continued hearing in the above-captioned consolidated matters having been set for the 12th day of March, 1941, and it appearing that a further postponement of such hearing is appropriate so as to permit the entering into stipulations of fact with the objective of expediting the completion of such proceedings;

It is ordered, That the consolidated hearing on the above matters be and the same hereby is postponed until 10:00 A. M. on March 25, 1941.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-1755; Filed, March 10, 1941; 11:20 a. m.]

[1] Public Utility Holding Company Act of 1935.

[File No. 70-80]

IN THE MATTER OF GENERAL UTILITIES INVESTORS CORPORATION

ORDER CONSENTING TO WITHDRAWAL OF DECLARATION PURSUANT TO REQUEST OF DECLARANT

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 8th day of March, A. D. 1941.

The above-named declarant having filed with the Commission a request that the declarant be permitted to withdraw its declaration pursuant to section 7 of the Public Utility Holding Company Act of 1935 regarding the issue and sale by General Utilities Investors Corporation to The Chase National Bank of the City of New York of its $2,100,000 3% Secured Promissory Note to be dated on or about August 31, 1940 and to mature one year from date of issuance;

The Commission having on August 29, 1940 issued its order permitting the said declaration to become effective; and it appearing to the Commission that the withdrawal of said declaration and the rescinding of the said order of the Commission will not be detrimental to the public interest or the interest of investors or consumers;

It is ordered, That said order of August 29, 1940, be and it is hereby rescinded.

It is further ordered, That said declaration be and it is hereby permitted to be withdrawn.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-1754; Filed, March 10, 1941; 11:20 a. m.]

[File No. 31-461]

IN THE MATTER OF MOREAU MANUFACTURING CORPORATION

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 6th day of March, A. D. 1941.

An Application pursuant to the Public Utility Holding Company Act of 1935, having been duly filed with this Commission by the above-named party;

It is ordered, That a hearing on such matter under the applicable provisions of said Act and the rules of the Commis-

sion thereunder be held on March 26, 1941, at 10:00 o'clock in the forenoon of that day, at the Securities and Exchange Building, 1778 Pennsylvania Avenue NW., Washington, D. C. On such day the hearing-room clerk in room 1102 will advise as to the room where such hearing will be held. At such hearing, if in respect of any declaration, cause shall be shown why such declaration shall become effective.

It is further ordered, That James G. Ewell or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said Act and to a trial examiner under the Commission's Rules of Practice.

Notice of such hearing is hereby given to such declarant or applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before March 21, 1941.

The matter concerned herewith is in regard to the applicant's request for an order pursuant to section 2 (a) (8) of said Act declaring it not to be a subsidiary company of International Hydro-Electric System or of Joseph B. Ely, C. Brooks Stevens and Henry G. Wells, as Trustees under a Trust Agreement dated January 31, 1939.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-1766; Filed, March 10, 1941; 11:47 a. m.]

[File No. 31-472]

IN THE MATTER OF MOREAU MANUFACTURING CORPORATION

NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission held at its office in the City of Washington, D. C., on the 6th day of March, A. D. 1941.

An application pursuant to the Public Utility Holding Company Act of 1935, having been duly filed with this Commission by the above-named party;

It is ordered, That a hearing on such matter under the applicable provisions of said Act and the rules of the Commission thereunder be held on March 26, 1941, at 10:00 o'clock in the forenoon of that day, at the Securities and Exchange Building, 1778 Pennsylvania Avenue NW., Washington, D. C. On such day the hearing-room clerk in room 1102 will advise as to the room where such hearing will be held. At such hearing, if in respect of any declaration, cause shall be shown why such declaration shall become effective.

It is further ordered, That James G. Ewell or any other officer or officers of the Commission designated by it for that purpose shall preside at the hearings in such matter. The officer so designated to preside at any such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said Act and to a trial examiner under the Commission's Rules of Practice.

Notice of such hearing is hereby given to such declarant or applicant and to any other person whose participation in such proceeding may be in the public interest or for the protection of investors or consumers. It is requested that any person desiring to be heard or to be admitted as a party to such proceeding shall file a notice to that effect with the Commission on or before March 21, 1941.

The matter concerned herewith is in regard to the applicant's request for an order pursuant to section 2 (a) (8) of said Act declaring it not to be a subsidiary company of Niagara Hudson Power Corporation or of The United Corporation.

By the Commission.

[SEAL] FRANCIS P. BRASSOR,
Secretary.

[F. R. Doc. 41-1765; Filed, March 10, 1941; 11:47 a. m.]